



McCleary Regular City Council Meeting

Wednesday, May 27, 2026 – 6:30 PM

McCleary Community Building & Zoom Meeting

Agenda

Join Zoom Meeting

<https://us06web.zoom.us/j/7878553789?omn=85881521008>

Meeting ID: 787 855 3789

(253) 215-8782

Call to Order/Flag Salute/Roll Call

Mayor Brycen Huff

Councilmember Jacob Simmons

Councilmember Don Kuismi

Councilmember Brent Schiller

Councilmember Andrea Dahl, Mayor Pro Tem

Councilmember Keith Klimek

Agenda Modifications/Acceptance

Special Presentations

1. McCleary Civic Renewal - America 250 Presentation

Public Comment - Agenda Items Only

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

Please refrain from interrupting the speaker. Your comments should be respectful and courteous.

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

Consent Agenda

- [3.](#) Claims Agenda

The following items are distributed to Councilmembers in advance for study and review, and the recommended action will be accepted in a single motion.

Any item may be removed for further discussion if requested by a Councilmember.

- i. Approval of checks/vouchers/disbursements numbers 55701 to 55938 including EFT's dated 05/08/2026- 05/22/2026 in the amount of \$217,764.20

New Business

- [4.](#) Cultural Resources review for Beerbower Park

Old Business

5. Fire District 12 Annexation Discussion

Council Comments

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.

Mayor Comments

Public Comment - City Business Only

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

Please refrain from interrupting the speaker. Your comments should be respectful and courteous.

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

Adjourn

Please turn off Cell Phones- Thank you

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

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WARRANT/CHECK REGISTER

City Of McCleary

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2323	05/15/2026	Claims	1		EFT Assured Data Protection, Inc.	2,100.00	APR 2026 data protection
2324	05/19/2026	Claims	1		EFT City of McCleary	13,372.14	APR 2026 utilities
2325	05/15/2026	Claims	1		EFT Department of Revenue	20,551.47	April 2026 Excise Tax
2326	05/15/2026	Claims	1		EFT Wex Bank	6,525.99	April 2026 fuel
1774	05/15/2026	Claims	1	55701	Amazon Capital Svcs.		Incorrect date
1775	05/15/2026	Claims	1	55702	Arrow Lumber		Incorrect date
1776	05/15/2026	Claims	1	55703	Bayview Building Material		Incorrect date
1777	05/15/2026	Claims	1	55704	Brady Trucking		Incorrect date
1778	05/15/2026	Claims	1	55705	Cascade Columbia Distribution		Incorrect date
1779	05/15/2026	Claims	1	55706	Cascade Natural Gas		Incorrect date
1780	05/15/2026	Claims	1	55707	Cascade Natural Gas		Incorrect date
1781	05/15/2026	Claims	1	55708	Cascade Natural Gas		Incorrect date
1782	05/15/2026	Claims	1	55709	CenturyLink		Incorrect date
1783	05/15/2026	Claims	1	55710	City of Elma		Incorrect date
1784	05/15/2026	Claims	1	55711	City of Montesano		Incorrect date
1785	05/15/2026	Claims	1	55712	Columbia Bank		Incorrect date
1786	05/15/2026	Claims	1	55713	Comcast		Incorrect date
1787	05/15/2026	Claims	1	55714	Comcast		Incorrect date
1788	05/15/2026	Claims	1	55715	Comcast		Incorrect date
1789	05/15/2026	Claims	1	55716	Comcast		Incorrect date
1790	05/15/2026	Claims	1	55717	Comcast		Incorrect date
1791	05/15/2026	Claims	1	55718	Curtis Blue Line		Incorrect date
1792	05/15/2026	Claims	1	55719	Daily World The		Incorrect date
1793	05/15/2026	Claims	1	55720	Dalyn D Davis		Incorrect date
1794	05/15/2026	Claims	1	55721	Department of Retirement		Incorrect date
1795	05/15/2026	Claims	1	55722	Department of Revenue		Incorrect date
1796	05/15/2026	Claims	1	55723	East Grays Harbor Fire & Rescue		Incorrect date
1797	05/15/2026	Claims	1	55724	Ernest M Ingram et al Ptr		Incorrect date
1798	05/15/2026	Claims	1	55725	Evergreen Consulting Group, LLC		Incorrect date
1799	05/15/2026	Claims	1	55726	Express Services, Inc.		Incorrect date
1800	05/15/2026	Claims	1	55727	Jeff Foster		Incorrect date
1801	05/15/2026	Claims	1	55728	Good To Go		Incorrect date
1802	05/15/2026	Claims	1	55729	Good To Go		Incorrect date
1803	05/15/2026	Claims	1	55730	Gordon's Select Market		Incorrect date
1804	05/15/2026	Claims	1	55731	Grays Harbor District Court #1		Incorrect date
1805	05/15/2026	Claims	1	55732	Grays Harbor EMS & Trauma Care Council		Incorrect date
1806	05/15/2026	Claims	1	55733	Grays Harbor Fire District 12		Incorrect date
1807	05/15/2026	Claims	1	55734	Grays Harbor Pud No.1		Incorrect date
1808	05/15/2026	Claims	1	55735	Hach Company		Incorrect date
1809	05/15/2026	Claims	1	55736	Harbor Disposal Co.		Incorrect date
1810	05/15/2026	Claims	1	55737	Harbor Disposal Co.		Incorrect date
1811	05/15/2026	Claims	1	55738	Harbor Disposal Co.		Incorrect date
1812	05/15/2026	Claims	1	55739	Harbor Disposal Co.		Incorrect date
1813	05/15/2026	Claims	1	55740	Harbor Disposal Co.		Incorrect date
1814	05/15/2026	Claims	1	55741	Dalton House		Incorrect date
1815	05/15/2026	Claims	1	55742	Inland Environmental Resources, Inc.		Incorrect date
1816	05/15/2026	Claims	1	55743	JW Maintenance		Incorrect date
1817	05/15/2026	Claims	1	55744	James & Sandra Jarvis		Incorrect date
1818	05/15/2026	Claims	1	55745	Lakeside Industries Inc		Incorrect date
1819	05/15/2026	Claims	1	55746	LeMay Mobile Shredding		Incorrect date
1820	05/15/2026	Claims	1	55747	LeMay Mobile Shredding		Incorrect date
1821	05/15/2026	Claims	1	55748	Lexipol		Incorrect date
1822	05/15/2026	Claims	1	55749	MCI		Incorrect date
1823	05/15/2026	Claims	1	55750	Minuteman Press		Incorrect date

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1824	05/15/2026	Claims	1	55751	Petro Card		MAR 26 fuel L&P - Voided
1825	05/15/2026	Claims	1	55752	Pitney Bowes Bank Inc Purchase Power		Incorrect date
1826	05/15/2026	Claims	1	55753	Pitney Bowes Inc		Incorrect date
1827	05/15/2026	Claims	1	55754	Right! Systems, Inc.		Incorrect date
1828	05/15/2026	Claims	1	55755	Sherwin-Williams		Incorrect date
1829	05/15/2026	Claims	1	55756	Slate Rock FR		Incorrect date
1830	05/15/2026	Claims	1	55757	TSI, Inc.		Incorrect date
1831	05/15/2026	Claims	1	55758	Tara Dunford		Incorrect date
1832	05/15/2026	Claims	1	55759	Tenelco Inc.		Incorrect date
1833	05/15/2026	Claims	1	55760	Turner Home Insulation LLC		Incorrect date
1834	05/15/2026	Claims	1	55761	USA Blue Book		Incorrect date
1835	05/15/2026	Claims	1	55762	United Rentals (North America), Inc		Incorrect date
1836	05/15/2026	Claims	1	55763	Vestis		Incorrect date
1837	05/15/2026	Claims	1	55764	Water Management Labs Inc		Incorrect date
1838	05/15/2026	Claims	1	55765	Westlake Hardware		Incorrect date
1839	05/15/2026	Claims	1	55766	Whitney Equipment Company LLC		Incorrect date
1840	05/15/2026	Claims	1	55767	Workplace Law Group PC		Incorrect date
1841	05/15/2026	Claims	1	55768	Younglove & Coker PLLC		Incorrect date
2250	05/15/2026	Claims	1	55876	Batteries Plus	87.82	SLAA12-5F2 DURACELL
2251	05/15/2026	Claims	1	55877	Bayview Building Material	286.04	Rose plant food; Wall replacement in bldg F dept 407; For WWTP; Stihl oil; Cedar fence
2252	05/15/2026	Claims	1	55878	Breathing Air Systems Divisions	496.00	Quarterly air test
2253	05/15/2026	Claims	1	55879	CINTAS FIRE	543.55	Extinguisher Inspection - PD
2254	05/15/2026	Claims	1	55880	Cascade Natural Gas	27.03	ACCT: 748 575 0898 5
2257	05/15/2026	Claims	1	55881	Cascade Natural Gas	35.06	ACCT: 334 241 0000 7
2258	05/15/2026	Claims	1	55882	Cascade Natural Gas	27.03	ACCT: 114 241 0000 3
2259	05/15/2026	Claims	1	55883	Jeffrey T Catterlin	29.30	Freight liner Northwest - line truck part for JW Maintenance
2260	05/15/2026	Claims	1	55884	CenturyLink	110.02	ACCT: 300529719
2261	05/15/2026	Claims	1	55885	Chronicle Ltd.	67.50	Map edit for Block 52, Plot 8 (converting to 4 cremation spaces)
2262	05/15/2026	Claims	1	55886	Cintas Corporation #2	637.07	AED APR 2026
2263	05/15/2026	Claims	1	55887	Cintas Corporation #2	339.77	Eyewash services
2264	05/15/2026	Claims	1	55888	City of Elma	1,105.00	APR 2026 Building Inspections
2265	05/15/2026	Claims	1	55889	Columbia Bank	3,872.06	Amazon - Safety gloves & glasses; Amazon - updated operating manuals; Amazon - updated manuals; Amazon - steel ball valve 1 pc; Hach - y strainer; UPS - Shipping Tyler Harris; Costco - flowers for Cit
2266	05/15/2026	Claims	1	55890	Comcast	348.56	ACCT: 8498 37 009 0143370
2267	05/15/2026	Claims	1	55891	Comcast	29.52	ACCT: 8498 37 009 0145854
2268	05/15/2026	Claims	1	55892	Comcast	10.48	ACCT: 8498 37 009 0008664
2269	05/15/2026	Claims	1	55893	Comcast	115.39	ACCT: 8498 37 009 0136911
2270	05/15/2026	Claims	1	55894	Comcast	106.17	ACCT: 8498 37 009 0035840
2271	05/15/2026	Claims	1	55895	Comcast	1,332.64	Phone/Internet May 2026
2272	05/15/2026	Claims	1	55896	Criminal Justice Training Commission	761.07	Basic Law Enforcement Equivalency Academy training for A. Moutafsis
2273	05/15/2026	Claims	1	55897	Curtis Blue Line	250.42	A. Moutafsis boots

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2274	05/15/2026	Claims	1	55898	Cut Rate Auto Parts	29.18	Oil filter & oil; Vendor credit balance over pmt in July 31 2025; DEF for vehicle; Hot shine tire foam for vehicle; DEF for L&P
2275	05/15/2026	Claims	1	55899	Department of Commerce	82,081.92	Well 2 & 3 Improvement Loan
2276	05/15/2026	Claims	1	55900	Department of Transportation	1,500.82	Snow & ice ops, deicers & abrv
2277	05/15/2026	Claims	1	55901	Earley Tire Point S	4,645.92	11R22 5 Goodyear tires
2278	05/15/2026	Claims	1	55902	East Grays Harbor Fire & Rescue	11,162.20	MAY 2026 Ambulance fee
2279	05/15/2026	Claims	1	55903	Ernest M Ingram et al Ptr	700.00	Public Defender Contract - ARPR2026
2280	05/15/2026	Claims	1	55904	Eubanks	910.49	Powder Chlorine is used for Filamentous control in SBR
2281	05/15/2026	Claims	1	55905	Evergreen Consulting Group, LLC	966.50	T&M Support April 2026
2282	05/15/2026	Claims	1	55906	Express Services, Inc.	2,964.52	A/P Clerk - w/e 4/26/26; A/P clerk - w/e 5/3/26
2283	05/15/2026	Claims	1	55907	First Responder Outfitters	627.25	J. Campbell - armpatch, badge, jumpsuit, underarm zippers
2284	05/15/2026	Claims	1	55908	General Pacific Inc	28,829.92	CISDR3 FM2s CL320 240v METERS; CISR, FM2S, CL320, METERS; Supplies for L&P; Supplies for L&P; Supplies for L&P
2285	05/15/2026	Claims	1	55909	Gordon's Select Market	52.11	Drinking water; Drinking water; Distilled water; Distilled water; Distilled water
2286	05/15/2026	Claims	1	55910	Grays Harbor Pud No.1	1,435.50	25# Active Cleaning Granular
2287	05/15/2026	Claims	1	55911	Harbor Disposal Co.	1,929.17	City wide clean up on April 25, 2026
2288	05/15/2026	Claims	1	55912	Harbor Disposal Co.	31.19	Treatment Plant
2289	05/15/2026	Claims	1	55913	Harbor Disposal Co.	844.42	City of McCleary
2290	05/15/2026	Claims	1	55914	Harbor Disposal Co.	149.52	Treatment Plant
2291	05/15/2026	Claims	1	55915	Harbor Disposal Co.	159.96	City of McCleary
2292	05/15/2026	Claims	1	55916	Harbor Disposal Co.	237.53	Community Center
2293	05/15/2026	Claims	1	55917	Inland Environmental Resources, Inc.	1,245.54	ALKA-Mag+ 150 gallons
2294	05/15/2026	Claims	1	55918	C/O Instrument Technologi Accredited Labs	895.06	Yearly calibration of lab equipment
2295	05/15/2026	Claims	1	55919	Kelley Create Co	628.90	Repair of the folding machine
2296	05/15/2026	Claims	1	55920	Loomis Armored US, LLC	188.10	Armored services
2297	05/15/2026	Claims	1	55921	May, Ersel	170.10	Medicare Reimbursement
2298	05/15/2026	Claims	1	55922	NCL of Wisconsin	672.97	Lab supplies
2299	05/15/2026	Claims	1	55923	Northwest Rock Inc	809.78	5/8" Minus Rock
2300	05/15/2026	Claims	1	55924	O'REILLY AUTOMOTIVE, INC.	453.80	Parts for the Tahoe for PW; LED capsule for Dodge Charger
2301	05/15/2026	Claims	1	55925	One Call Concepts, Inc.	15.29	Excavation Notifications
2302	05/15/2026	Claims	1	55926	Pape' Machinery, Inc.	46.73	V-belt
2303	05/15/2026	Claims	1	55927	PestCo, LLC DBA Pointe Pest	163.35	2 Com Qtrly General Pest
2304	05/15/2026	Claims	1	55928	Petro Card	1,071.04	APR 26 fuel L&P
2305	05/15/2026	Claims	1	55929	Quality Quick Lube Tune LLC	99.14	2017 Tahoe PD oil change, 93,957
2306	05/15/2026	Claims	1	55930	Right! Systems, Inc.	5,982.97	IT Services
2307	05/15/2026	Claims	1	55931	Slate Rock FR	468.85	P. Nott FR clothes; T. Pierce - t-shirts & hoodie
2308	05/15/2026	Claims	1	55932	Tara Dunford	666.25	APR 2026 services, cost allocation adj, budget for L&P, March reports
2309	05/15/2026	Claims	1	55933	Tenelco Inc.	3,249.61	Transport Biosolids
2310	05/15/2026	Claims	1	55934	USA Blue Book	63.89	PH 6.86 Buffer Colorless; 500 mL; NIST

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2311	05/15/2026	Claims	1	55935	Vestis	54.66	Rug service - 4/23/26; Rug Services - 4/30/26
2312	05/15/2026	Claims	1	55936	W. W. Grainger, Inc.	474.95	Trash can gray; Paper towels, paper towel dispenser, mop bucket & wringer; Toilet paper, paper towel, trash can, and trash bags
2313	05/15/2026	Claims	1	55937	Water Management Labs Inc	126.00	Coliform MMO-MUG, Iron, & Manganese; Coliform MMO-MUG (Colilert)
2314	05/15/2026	Claims	1	55938	Younglove & Coker PLLC	7,792.00	APR 2026 Services including city and building; Mason County Fire Dist #13; APR 2026 Prosecution

001 Current Expense	47,060.03	
102 Street Fund	2,715.31	
401 Light And Power Fund	48,852.71	
405 Water Fund	90,484.55	
407 Sewer Fund	16,334.73	
409 Storm Water Fund	943.45	
413 Ambulance Fund	11,373.42	
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	217,764.20	Claims: 217,764.20
	217,764.20	

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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

CLIENT SERVICES AGREEMENT

This Services Agreement, (this “Agreement”), is between City of McCleary (“Client”) and Northwest Heritage Consultants, LLC d/b/a Cultural Resource Consultants, LLC, (“CRC”) (each a “Party” and collectively the “Parties”). The Parties agree as follows:

1. **Services.** Client retains CRC to provide services (the “Services”) as agreed by the Parties and as described in Statement(s) of Work (“SOW”) attached to this Agreement and incorporated by this reference.
2. **Independent Contractor.** In providing the Services, CRC will be an independent contractor to Client. The Parties do not intend to enter into a joint venture, partnership or employment arrangement by entering into this Agreement. CRC will exercise its sole independent judgment in providing the Services and is responsible for the control and supervision of the means by which the Services are provided.
 - 2.1. **Provider.** Although it is expected that the Services will be provided by CRC’s Principal Margaret Berger, CRC may use its employees and contractors in its sole discretion.
 - 2.2. **Time and Availability.** CRC will have discretion in selecting the dates and times it performs the Services, giving due regard to the needs of Client and Client’s business.
 - 2.3. **No Authority.** CRC is not authorized to speak for, represent, or obligate Client in any manner without Client’s prior express written authorization.
 - 2.4. **Taxes.** With the exception of sales tax on Services or Materials provided to Client, CRC will be responsible for all taxes arising from compensation and other amounts received by CRC under this Agreement, and will be responsible for all payroll taxes and fringe benefits of CRC’s employees. Client will not withhold or pay any federal, state, local income tax, or payroll tax of any kind, on behalf of CRC or CRC’s employees.
 - 2.5. **No Benefits.** CRC and CRC’s employees will not be eligible for, and will not participate in, any employee pension, health, welfare, or other fringe benefit plan of Client. Client will not obtain workers' compensation insurance covering CRC or CRC’s employees.
 - 2.6. **No Conflict.** CRC warrants that CRC has no existing contract or duty inconsistent with this Agreement, unless a copy of such contract or a description of such duty is attached to this Agreement as an exhibit. CRC is expressly free to enter into any contract to provide services to others, except any contract which would cause CRC to violate this Agreement.
3. **Standard of Conduct.** In providing the Services, CRC will conform to the highest professional standards of work and business ethics, but CRC provides no guarantee that its Services will result in Client’s project receiving necessary permits or approvals. CRC will provide the Services in a timely manner, and will provide the Services substantially in accordance with generally accepted industry practices and principles and in compliance with all applicable laws and regulations. CRC represents, warrants, and covenants that CRC will not in the course of performing the Services: (i) knowingly infringe or misappropriate any intellectual property right of any other person including Client; (ii) create work product or any

element thereof that CRC knows will infringe or misappropriate any intellectual property right of any other person; or (iii) knowingly permit any third party to obtain rights to any of Client's intellectual property.

4. **Compensation.**

- 4.1. **Fees.** The Fees for the Services are described in each applicable SOW or have been otherwise agreed in writing.
- 4.2. **Expenses.** Unless otherwise agreed by the Parties, Client will reimburse CRC for all actual reasonable and necessary expenses which are directly related to the Services ("Expenses"). If Client requires that Expenses be preapproved by Client prior to being incurred by CRC, such requirement will be noted in the applicable SOW. CRC will provide Client with receipts upon Client's request. Expenses will be invoiced along with Fees.

Invoices and Payment. Invoices will be sent to Client at pre-determined intervals as outlined in the SOW. Where Invoicing intervals are not specified in a SOW, Invoices will be sent to Client on a monthly basis. Payment may be made via check. Payment on undisputed invoices will be due within thirty (30) days of Client's receipt of the invoice. Any dispute or claim regarding an invoice must be raised in writing within thirty (30) days from the date of the invoice or the dispute is waived. CRC reserves the right to charge a late payment fee of \$100.00 if payment is not received in full within thirty (30) days of invoice receipt. For every thirty (30) days thereafter, an additional \$100.00 will be charged. Late payment charges will not exceed a total of 10% of the final project invoice amount.

5. **Changes to the Services.** Any changes to the scope of the Services to be provided, including changes in Fees and expected Expenses, must be in writing and signed or acknowledged by both Parties before such changes will be implemented. All such changes will be subject to the terms of this Agreement.

6. **Client Cooperation.**

- 6.1. **Client Materials.** To assist CRC in providing the Services, Client will be required to provide to CRC information and/or materials ("Client's Materials") as well as access to the project site. All Client's Materials will remain the property of Client and will be returned to Client or, if in electronic form, deleted from CRC's systems, upon reasonable request by Client. CRC may retain copies of Client's Materials the extent required by CRC's internal recordkeeping purposes.
- 6.2. **Access and Responsiveness.** Client agrees to provide CRC with timely access to Client's Materials and the project site as CRC deems necessary to perform the Services. Client further agrees to provide timely feedback to CRC when requested, and agrees to notify CRC promptly in the event of any changes to the project site or design. Client acknowledges that delays in its response times to CRC may impact the timeliness of CRC's performance of the Services, and may result in additional costs.

6.3. Scheduling/Cancellation. If scheduling changes are necessary for any meetings, calls or other appointments, Client agrees to provide no less than three (3) business days advance notice to CRC via email to margaret@crcwa.com or via telephone to 206.855.9020. Expenses already incurred at the time of rescheduling or which are caused by rescheduling will be billed to Client.

6.4. Delays. CRC is not responsible for delays caused by activities or factors beyond its reasonable control, including but not limited to, delays caused by accidents, acts of nature, pandemics, governmental orders or other matters constituting force majeure, or the actions or inactions of Client or Client's agents.

7. Independent Judgment. Client understand and acknowledges that the Services may invite criticism, controversy, and litigation which may be motivated by public or private opposition to Client's project. Client agrees that any such criticism, controversy, or litigation with respect to the Services will not cause Client to withhold payments due to CRC or be the basis for any suit, action, request for a refund, or request for indemnification, or any other claim by Client against CRC. Client further agrees that the failure of Client or any governmental agency or third party to agree with CRC's analyses, findings, conclusions, methods, or recommendations shall not be construed as a failure on the part of CRC to perform its obligations under this Agreement.

8. Termination.

8.1. Right to Terminate. This Agreement or any SOW may be terminated at any time by written agreement of the Parties. In addition, either Party may terminate this Agreement or any SOW without penalty by providing thirty (30) business days' advance written notice to the other Party.

8.2. Responsibility upon Termination - Work in progress. Upon termination, all pending or in-progress work will stop unless otherwise agreed in writing by the Parties, and CRC will invoice Client for the percentage of the project completed, less any deposit paid by Client, and such invoice will be immediately due and payable. Expenses already incurred at the time of cancellation will be billed to Client. Upon full payment of all outstanding invoices, Client's Materials will be returned to Client, and if requested, the in-progress project will be provided to Client.

9. Confidentiality.

9.1. Definition. "Confidential Information" is any information disclosed to one party (a "Receiving Party") by the other party (a "Disclosing Party") directly or indirectly, in writing, orally, or by inspection of tangible objects, including all information related to a Disclosing Party's business including trade secrets, technical information, business forecasts and strategies, marketing plans, customer and supplier lists, personnel information, financial data, and other information that is identified as "confidential" or "proprietary" or that the Receiving Party otherwise knows or should know that the Disclosing Party considers to be confidential or proprietary. Confidential Information will include the terms of this Agreement, and may also include information disclosed to a Disclosing Party by third parties. Confidential Information will not include any information that a Receiving Party can demonstrate: (i) was publicly known or was

generally available prior to the time of disclosure to the Receiving Party by the Disclosing Party; (ii) became publicly known and generally available after disclosure to the Receiving Party by the Disclosing Party through no action or inaction of the Receiving Party; or (iii) was in the possession of the Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's files and records.

- 9.2. Confidentiality Obligations.** Each Party agrees during the term of this Agreement and thereafter that it will (i) protect the other Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as Receiving Party protects its own information of a similar nature and with no less than the industry standard of reasonable care, (ii) refrain from using or permitting others to use the other Party's Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement, (iii) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining Disclosing Party's express prior written consent on a case-by-case basis, and (iv) limit access to the Confidential Information to employees or agents of Receiving Party who have a reasonable need to have such access in order to perform under this Agreement.
- 9.3. Permitted Disclosure.** A Party's disclosure of the other Party's Confidential Information as required by law or court order is permitted, provided that the other Party is notified in advance of any disclosure to enable such Party to seek protective orders related to such disclosure.
- 9.4. Limitations of Technology.** The use of certain electronic communications methods such as mobile phones or email may not be fully secure. By signing this Agreement Client acknowledges and agrees that the use of electronic communication is acceptable.
- 10. Intellectual Property.** Nothing in this Agreement will be construed to grant to either Party any interest or right in any intellectual property belonging to the other Party except as necessary to perform the Services or as otherwise permitted by this Agreement. Each Party agrees not to claim any right in the other Party's intellectual property.
- 11. Work for Hire.** Client and CRC hereby acknowledge and agree that the Services and any related deliverables in their final form prepared specifically for Client will be deemed commissioned "work for hire" within the meaning of Title 17 of the United States Code. CRC retains all rights to all non-final versions of any deliverables as well as any proposals, concepts or ideas that are not accepted by Client. Except where specifically agreed in writing by the Parties, Client has no rights to any non-final versions of the deliverables and may not use non-final versions unless specifically authorized in writing by CRC.
- 12. Limited License to CRC's Pre-Existing Materials.** In providing the Services, CRC may utilize CRC's pre-existing proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies, techniques, documents and other materials (including any enhancements or modifications thereto) which have been originated or developed by CRC or have been purchased by or licensed to CRC (collectively, the "Pre-Existing Materials"). To the extent performance under this Agreement involves the use of Pre-Existing Materials, CRC grants to Client a limited, non-transferable license to use the Pre-Existing Materials only as required in order to fully utilize the Services. Client may not resell, redistribute, republish,

reverse-engineer, translate, modify or make derivative works of the Pre-Existing Materials without CRC's express prior written consent, and Client will not remove any copyright notices on any of the Pre-Existing Materials without CRC's express prior written consent.

13. Marketing.

13.1. Anonymized summaries. For no additional consideration, Client grants to CRC a perpetual, non-exclusive, non-transferable, worldwide license to use and publish anonymized summaries of the Services, provided such use does not violate the confidentiality requirements of this Agreement. CRC will be the exclusive owners of all right, title, and interest, including copyright, in the anonymized summaries.

13.2. Client Business Name and Logo. For no additional consideration, Client grants to CRC the right to use Client's business name, its logo, and a general description of the Services for marketing purposes, such as on CRC's website, in advertisements or in its professional business portfolio. Client may revoke permission to use Client's business name and logo at any time by providing written notice of such revocation to CRC.

14. Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months after termination of this Agreement for any reason, Client will not directly or indirectly induce or attempt to induce any employee, contractor, client, vendor or supplier of CRC to terminate its relationship with CRC or in any way interfere in the relationship between CRC and any of its employees, contractors, clients, vendors or suppliers.

15. Limitation of Liability and Damages. CRC represents to Client that it has the qualifications and experience to properly provide the Services. Client understands and agrees that CRC makes no warranty either express or implied, and expressly disclaims all warranties, express or implied, statutory or otherwise, including any implied warranty of merchantability or fitness for a particular purpose. The total liability of CRC to Client under any provision of this Agreement or for any claims, losses or damages related to CRC's performance under this Agreement (whether based on contract, tort or any other theory), will be limited to fifty percent (50%) of the amount of Fees paid by Client to CRC for the Services giving rise to the liability. In no event will CRC be liable for lost profits or any consequential or indirect damages. Client acknowledges that CRC has relied upon the inclusion of these limitations in consideration of entering into this Agreement.

16. Indemnification.

16.1. By Client. Client will indemnify, defend and hold CRC (and its officers, directors, employees, independent contractors and agents) harmless from and against all claims or losses, including without limitation interest, penalties, attorneys' fees and costs, which may be incurred by, or be asserted against, any and all of them, in connection with Client's default or breach of this Agreement or the negligent or willful acts or omissions or intentional misconduct of Client or Client's agents in the performance or failure to perform under this Agreement.

16.2. By CRC. CRC will indemnify, defend and hold Client (and its officers, directors, employees, independent contractors and agents) harmless from and against all claims or losses, including without limitation interest, penalties, attorneys' fees and costs,

which may be incurred by, or be asserted against, any and all of them, in connection with CRC's default or breach of this Agreement or the negligent or willful acts or omissions or intentional misconduct of CRC or CRC's agents in the performance or failure to perform under this Agreement.

17. **Injunctive Relief.** The Parties acknowledge that the rights and privileges granted under this Agreement are of an extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and any breach by a Party of this Agreement will cause the other Party irreparable damage. Each Party expressly agrees that the other Party will be entitled to seek injunctive and other equitable relief in the event of, or to prevent, a Party's breach of this Agreement, without any necessity of posting a bond or proving damages. Resort to such equitable relief does not constitute a waiver of any other rights or remedies that a Party may have for damages or otherwise. The rights and remedies of a Party under this Agreement or otherwise will be construed to be cumulative, and none will be exclusive of any right or remedy allowed by law.
18. **General Provisions.**
- 18.1. **Disputes.** The Parties will attempt to resolve any and all disputes or claims arising out of this Agreement through negotiation in good faith. If negotiation is unsuccessful, the matter may be submitted to mediation. If mediation is unsuccessful or is declined, the matter will be fully and finally settled by arbitration or litigation in King County, Washington, and the judgment upon award may be entered in any court having jurisdiction. The attorneys' fees and costs of dispute resolution will be borne by the losing Party unless the Parties stipulate otherwise or in such proportions as the arbitrator or judge shall decide.
- 18.2. **Governing Law and Venue; Notices.** This Agreement will be governed by and construed under the laws of Washington State, with jurisdiction and venue in King County, Washington. Notice to a Party will be validly given if in writing and transmitted by a method which produces a record of delivery, to the address most recently provided by such Party.
- 18.3. **Severability, No Waiver, No Assignment.** If any provision of this Agreement is declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. No delay or failure by either Party in exercising, protecting or enforcing any of its rights under this Agreement will be considered a waiver of such right. The express waiver of any right, interest or remedy in a particular instance will not constitute a waiver in any other instance. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the other Party.
- 18.4. **Entire Agreement; Modifications; Counterparts.** This Agreement and any attachments constitute the entire agreement between the Parties with respect to its subject matter and supersede prior agreements. Modifications or waivers of this Agreement must be in writing, signed or acknowledged by each Party and dated subsequent to the date of this Agreement. This Agreement and any modifications may be signed in counterparts with all counterparts collectively constituting one Agreement, with facsimile signatures as effective as originals.

18.5. Authority. The individual executing this Agreement on behalf of Client warrants that they have the authority to execute this Agreement on behalf of the Client and to bind the Client to this Agreement.

19. Acceptance of Agreement. The Parties agree that they have read all of this Agreement and agree that (a) its provisions are necessary for the reasonable and proper protection of each Party; (b) the Parties have been induced to enter into this Agreement in reliance upon the other Party's compliance with this Agreement; (c) every provision of this Agreement is reasonable; (d) the Parties have executed this Agreement without duress or coercion; and (e) each Party has received a copy of this Agreement.

CRC, by:

Client, by:

Margaret Berger, Owner Date

Signature, Printed Name & Title Date

Cultural Resource Consultants, LLC
PO Box 4159
Seattle, WA 98194

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

info@crcwa.com

Email: _____

206-855.9020

Phone: _____

WA UBI: 603 564 735

WA UBI: _____



Cultural Resource Consultants

Project Scope and Fee Proposal

Client Information

Applicant	Contact	Phone
City of McCleary	Darrin Raines	360-495-3667
Mailing Address	City, State, Zip	Email
100 S 3rd Street	McCleary, WA 98557	darrin.raines@cityofmcclary.com

Project Information

Project Title	Regulatory Nexus	CRC Project Number		
Beerbower Park Renovation Project	EO 21-02	2603E		
Project Location	Project City			
100 N Summit Road	McCleary			
Section	Township	Range	County	Total Project Area
12, 13	18 North	05 West	Grays Harbor	9.1 acres

Project Description

The project proposes to renovate and improve park facilities at Beerbower Park. The project includes restroom renovation, walking path improvements, signage, site furnishings, landscaping, parking improvements, playground replacement, and renovation of sports courts for basketball and pickleball. The project is funded by RCO (# 24-1864).

Project Schedule

Anticipated Completion Date:

June - July 2026 CRC anticipates completion of this project by July 31, 2026.

Project Assumptions

- * This scope and budget is based upon information provided as of 8 May 2026. Any changes may require a change in budget to accommodate updating project information not received prior to the start of this project.
- * This scope and budget is based upon the assumption that CRC's current levels of insurance liabilities are sufficient for this project (sample certificate of insurance attached).
- * This budget assumes the client will provide utility locator services, per Washington State Law (RCW 19.122), prior to CRC field investigations.
- * This scope and budget assumes the property is clear of excess vegetation so that CRC archaeologists will be able to walk appropriately spaced transects with minimal path clearing.
- * This scope assumes that one (1) archaeological site and one (1) historic site will be identified within the project area. This budget was prepared with the assumption that up to 30 shovel test probes would be excavated at 20-meter intervals in areas of proposed ground disturbance. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.
- * This scope assumes that all relevant project information, prior reports including geotechnical reports, historic/architectural reports, design plans, and project maps in addition to relevant project correspondence with DAHP or other agencies requesting this assessment and/or Tribal cultural resources staff will be provided with the signed Agreement so that CRC may begin this project immediately upon receipt of signed agreement.
- * This scope does not include additional services for impact mitigation regarding archaeological or historic sites.
- * This scope assumes that no meetings with clients and/or stakeholders will be required.
- * This scope assumes that project proponents can provide timely Right Of Entry to CRC so the project may be completed within the stated project schedule.
- * This scope assumes that the property is safe for CRC to enter and free of contaminants, health hazards and other unsafe working conditions.
- * If human remains are found within the project area, all CRC field investigations will cease immediately, proper authorities will be notified and CRC will not resume field investigations until applicable state laws are addressed.

Project Deliverables

CRC will provide the following project components as part of this cultural resources assessment.

Task 1 - Background Research

CRC will conduct a search on Washington Department of Archaeology and Historic Preservation's (DAHP) WISAARD system to identify recorded historic built environment, historic register listed properties, archaeological sites, cemeteries, and previously completed cultural resources assessment in proximity to the project location. CRC will review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project location from a variety of available resources. The goal of background research is to provide contextual information regarding the natural environment and cultural use of the project location, identify recorded cultural resources, and determine the potential for as-yet unrecorded cultural resources to be encountered during proposed project actions.

Task 2 - Tribal Contact

CRC will contact the cultural resources staff of Tribes that may have an interest in or information regarding the project location. This communication is intended to inform the cultural resources assessment and does not constitute government-to-government consultation. Copies of this correspondence and received responses will be included as an attachment in the cultural resources assessment.

Task 3 - Field Identification

CRC will conduct field investigations of the project location to identify archaeological and historical resources. Investigation will include pedestrian survey and subsurface excavation in amenable environments that have the potential to contain buried archaeological deposits. Methods will be consistent with DAHP guidelines.

Task 4 - Documentation of Findings

CRC will document and record identified archaeological and historic sites within the project location on DAHP archaeological and/or historic site(s) forms. All identified resources will be photo-documented and recorded in the field. Archaeological materials or deposits will be documented and reburied, if appropriate, within the find location. Cultural resources will be evaluated for significance following local, state, and/or national significance as appropriate based on the project's regulatory nexus. Documentation will be consistent with DAHP standards and will be completed on DAHP's WISAARD system.

Task 5 - Cultural Resources Assessment Report

CRC will prepare a technical memo describing background research, field methods, results of investigations, and management recommendations for cultural resources treatment of future restoration or development actions. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards and the appropriate requirements based on the regulatory nexus (EO21-02). Report and support materials will be provided electronically in PDF format. This task includes three rounds of consolidated comments prior to the submission of the final report. RCO will submit the third draft and final cultural resources assessment and any associated documentation to DAHP, via their WISAARD system.

* No cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties or traditional cultural properties to be associated with a project. The information we will present within our reports is based on our years of experience and professional opinions derived from the analysis and interpretation of the documents, records, literature, and information we are able to identify and use within our report, and during our field investigation and observations to be conducted in the process of preparing our technical report. The conclusions and recommendations we present will apply to the project conditions existing at the time of our study and those reasonably foreseeable.

Project Fee

The fee for services described above is anticipated to be less than \$ **9,685.00**

- * The time frame and fee for services quote is valid for ten (10) business days.
- * Monthly invoices will be provided to the client electronically.
- * Payment for work completed is due upon receipt of invoice.
- * CRC will retain project records for three years following expiration of the agreement.

City of McCleary

Darrin Raines
100 S 3rd Street
McCleary, WA 98557

Cultural Resource Consultants

Margaret Berger
P.O. Box 4159
Seattle, WA 98194

Name/Title:

Owner/Principal Investigator

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE 01 Item 4

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

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

PRODUCER 206-842-7692 Thornburgh Insurance Agency 188 Ericksen Avenue NE P O Box 10370 Bainbridge Island, WA 98110 Carol S.Thornburgh	CONTACT NAME: Carol S.Thornburgh PHONE (A/C, No, Ext): 206-842-7692 E-MAIL ADDRESS: carol@thornburgh-insurance.com	FAX (A/C, No): 206-780-1503
	INSURER(S) AFFORDING COVERAGE	
INSURED NW Heritage Consultants LLC dba Cultural Resource Consultants PO Box 4159 Seattle, WA 98194	INSURER A : Western World Insurance Co	
	INSURER B : Nautilus Insurance Co	
	INSURER C : Arch Specialty Insurance	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NPP6004217	01/18/2026	01/18/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Not Covered GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Not Covered
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AN1373791	01/18/2026	01/18/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NPP6004217	01/18/2026	01/18/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Arch Ins Co			SPL0062442-07	01/18/2026	01/18/2027	Prof Liab Retention 2,000,000 1,000

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

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Carol S.Thornburgh
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