



McCleary City Council Agenda

05/23/18- 6:30PM

Flag Salute

Roll Call: ___ Pos. 1- Orffer, ___ Pos. 2-Huff , ___ Pos. 3- Heller, ___ Pos. 4- Blankenship, ___ Pos. 5- Iversen

Mayor Comments

Public Comment

Minutes

Approval of Vouchers

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A May 9th

Staff Reports

Sharon English

Old Business

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New Business

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Ordinances

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G Manufactured Homes

Resolutions

Mayor/Council Comments

Public Comments

Executive Session

Adjourn/Recess Meeting

Previously Tabled Items

Developer incentives

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

TAB - A

CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, May 9, 2018

ROLL CALL AND FLAG SALUTE	Councilmembers Orffer, Huff, Heller, Blankenship and Iversen were in attendance.
ABSENT	Mayor Schiller was absent. Mayor Pro Tem Orffer chaired the meeting.
STAFF PRESENT	Present at the meeting were Director of Public Works Todd Baun, Clerk-Treasurer Wendy Collins, Police Chief Steve Blumer and Attorney Sharon English.
PUBLIC HEARING	None.
EXECUTIVE SESSION	None.
VOUCHERS	Accounts Payable checks approved were 44250- 44312, including EFT's, in the amount of \$200,568.81. Payroll checks approved were 44244 - 44334, including EFT's, in the amount of \$176,774.38. Bank reconciliation for April 2018 was approved. It was moved by Councilmember Iversen, seconded by Councilmember's Huff and Heller to approve the vouchers. Motion Carried 4-0.
MINUTES APPROVED	It was moved by Councilmember Blankenship, seconded by Councilmember Iversen to approve the minutes from the meeting held on April 25, 2018. Motion Carried 4-0.
PUBLIC COMMENTS	Chief Blumer's report had a significant increase in traffic stops in an effort to get the word out that speeding will result in a traffic stop. Not all stops are resulting in tickets. The purpose is to get drivers to slow down through town and in the school zone, especially with summer vacation around the corner.
MAYOR COMMENTS	None.
CITY ATTORNEY REPORT	Sharon English provided a written report for the Council. Mayor Pro Tem Orffer welcomed her and said we are all very happy to have her with us.
DIRECTOR OF PUBLIC WORKS REPORT	Todd Baun reminded Council the City-wide tour for the City Council will be May 18th at 2:30 pm and he will have a van available to drive them around to the various locations. Todd has copies of the Comprehensive Plan available for anyone that would like one.
THURSTON PUD WELLS DISCUSSION	Todd Baun gave an update on the wells. He stated the wells are from 1980 and are not in perfect shape. The Council needs to discuss what they want to pay for them. There's an additional 163 potential new connections. Councilmember Blankenship noted a couple of the wells are shallow and Todd stated those are the Class B systems. There is only one Class A system. Todd should have more information for the next meeting, which is when the Council will have to make a decision. The City has the first right of refusal. Todd added that the wells have not been treated or chlorinated.
LEGAL SERVICES CONTRACT	Sharon English made the requested changes and provided an updated copy for the Council. Since it was approved at the last Council meeting, no other action was required.
TRANSPORTATION BENEFIT DISTRICT	Todd Baun informed the Council that a \$20 vehicle license fee would generate \$30,000 in revenue for the street fund and would not require voter approval. A \$40 vehicle license fee would generate \$60,000 in revenue and would require voter approval. Todd will provide more information as he receives it.
UNION CONTRACTS	Mayor Pro Tem Orffer will be calling for an executive session at the end of the agenda.
CEDAR HEIGHTS SIDEWALK ACCEPTANCE	It was moved by Councilmember Blankenship, seconded by Councilmember Huff to accept the Cedar Heights ADA ramp as complete and to authorize the release of the bond. Motion Carried 4-0.

3RD STREET PROJECT BID UPDATE	The City received several bids that came in 10% above what they originally estimated. The decision was made to reject those bids and advertise in June and July, with a flexible starting date and a winter shut down for the project. Todd Baun will be reviewing the original bid and he plans on eliminating some of the bid items to lower the project cost, which will hopefully provide better bid results.
WARN MUTUAL AID AGREEMENT	Todd Baun provided the agreement for the Council to review. Mayor Pro Tem Orffer asked who would be the designated person in charge of the program for McCleary and Todd stated Mayor Schiller would be the first contact and Todd would be the secondary contact. There is no cost to joining. Sharon English will review the agreement and provide feedback to staff.
ORDINANCE 841 BUDGET AMENDMENT	The budget ordinance was introduced at the last meeting, which was to move the Multimodal Tax revenue and expenditures from the current expense fund to the street fund. It was moved by Councilmember Iversen, seconded by Councilmember Huff to adopt Ordinance 841 with recommended changes to remove the exhibit, including references to the exhibit, and modify paragraph one for clarification, ORDINANCE 841, AN ORDINANCE ADOPTING A SUPPLEMENTAL BUDGET FOR THE CALENDAR YEAR 2018; AMENDING ORDINANCE 837 AS TO A PARTICULAR ELEMENT PROVIDING AND EFFECTIVE, SEVERABILITY AND AUTHORITY TO CORRECT. Roll call taken in the affirmative. Ordinance Adopted 4-0.
TOWN HALL UPDATE	Next week, a new committee will be created as the implementation committee. They will pick up where the Steering Committee leaves off. The town hall meeting went well and approximately 50 people attended. Councilmember Huff enjoyed the meeting and found it interesting to hear the vision from some of the committee members. Councilmember Heller said it was nice to hear from business leaders that spoke during the meeting. Councilmember Iversen said most of the major business leaders in town attended the meeting and it was a good representation for McCleary.
PUBLIC COMMENT	<p>Councilmember Huff asked Todd Baun when the pickle ball nets will be going up in the park. Todd Baun will make sure they get put up.</p> <p>Councilmember Huff asked what the progress is for the stop signs he requested for 5th Street and Todd stated he is looking into the legal aspects with Jon Hinton from Gray & Osborne.</p> <p>Sue Portschy would like to see a sign on 1st Street that states beware of kids and pedestrians because she is concerned about the kids being outside with school ending. She has been seeing a lot of hot rod drivers.</p>
EXECUTIVE SESSION	At 7:06 Mayor Pro Tem Orffer called for an executive session per RCW 42.30.140 for 15 minutes to discuss union contracts. The executive session ended at 7:21. No action was taken.

Younglove & Coker

A PROFESSIONAL LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW

"SINCE 1974"

1800 COOPER POINT ROAD SW, BLDG 16, PO BOX 7846, OLYMPIA, WASHINGTON 98507-7846

TELEPHONE (360) 357-7791

FACSIMILE (360) 754-9268

OFFICE@YLCLAW.COM

Memorandum

TO: Mayor and City Council, City of McCleary
FROM: Sharon English, City Attorney
DATE: May 17, 2018
RE: Legal Activities as of May 23, 2018

WARN Mutual Aid Agreement: I have reviewed the WARN Agreement with a particular eye toward the workers compensation component, as requested at the last council meeting. As already noted by the council, there is no upfront cost to the city to participate in the WARN Network, and this agreement essentially outlines the process and procedures to be used when giving or receiving assistance by participants during an emergency. It does not place an obligation on participants to provide assistance, however, if assistance is given/received this agreement spells out the indemnification and workers compensation provisions which serve to protect participating members/utilities. In the case of an emergency, if participant/members chose to give or receive assistance, all members are responsible for providing worker's compensation benefits for its employees during the course of a response under the agreement. However, in addition, all members are indemnifying one another to the extent the member is at fault, including a waiver of immunity under any workers compensation laws (the language used in this indemnity provision closely matches that which is recommended by WCIA).

If you have any questions or concerns regarding the above, or any other matters, please let me know.

TAB - B

TAB - C

Todd Baun

From: Jon Hinton <jhinton@g-o.com>
Sent: Tuesday, May 22, 2018 3:08 PM
To: Todd Baun
Subject: Thurston PUD #1 Small Water System aquisition

Todd;

I've discussed the acquisition of the three PUD small water systems by the City of McCleary with Olympia and Seattle office staff that has expertise in this area. To do a proper detailed valuation and asset depreciation of these systems would cost between \$6,000 and \$10,000. Based on the age of the pumps and wells we believe this valuation would produce a very low or no dollar value for these systems (one well pump is 20 years old, the other three well pumps are 30 years old, all installed when the systems were originally constructed). This also gives you an idea of the maintenance costs you will incur as a result of taking these systems over. The well pumps have basically reached or surpassed their useful life and the pipe in the ground will need to be replaced, at which time it should be increased in size to City standards (existing 2-inch mains increased in size to 8-inch mains).

The water rights are another item that may not be worth as much as we originally thought. We have performed similar water right evaluations pertaining to consolidating/transferring several small municipal water rights over to the Mason County PUD and have found that Ecology reviews water right transfers with regard to the "initial intent" when the right was granted. In other words, Ecology may not allow those rights to expand beyond the current connections. We will review the two water rights this week and try to determine if they might be expanded beyond their current use.

In summary, if the City wants these systems they could accept them for a very small payment, knowing that the City will be replacing the pumps in the near future for a cost of \$20,000 to \$30,000. If the City upgrades the mains to meet City standards (so the City can feel somewhat more comfortable charging these customers the higher City rate) it will cost another \$200,000.

If the City really desires these systems (based on the knowledge that the water rights can be expanded) I would recommend a purchase price based on the current PUD revenue (\$15,120 per year X 5 years) less the estimated pump replacement cost (\$30,000) for a total of \$45,600 paid over 5 years (\$9,120 per year for five years).

I'll come to Council tomorrow night for further discussion and questions.

Jon Hinton, P.E.
Gray & Osborne, Inc.
Olympia Office
2102 Carriage Drive SW, Bldg. I
Olympia, WA 98502

Ph(360) 292-7481
Fx(360) 292-7517

Electronic File Transfer-

TAB - D

**Mutual Aid and Assistance Agreement for Washington State for Intrastate
Water/Wastewater Agency Response Network (WARN)**

As of: 04/13/09

This Agreement ("Agreement") is made and entered into by public water and wastewater utilities that have executed this Agreement.

**ARTICLE I
PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatories hereby establish an Intrastate Network for Mutual Aid and Assistance (the "Network"). Through the Network, Members (as further defined in this Agreement) may coordinate response activities and share resources during emergencies.

**ARTICLE II
DEFINITIONS**

A. Authorized Official – An employee or officer of a Member agency that is authorized to:

1. Request assistance;
2. Offer assistance;
3. Decline to offer assistance;
4. Decline to accept offers of assistance, and
5. Withdraw assistance under this Agreement.

B. Emergency – A natural or human-caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering, significant financial loss, or damage to environment. For example, Emergencies may include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that are, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate by itself.

C. Member – Any public agency which provides supply, transmission or distribution of water; or collection, conveyance or treatment services of storm water or waste water that executes this Agreement (individually a "Member" and collectively the "Members"). The Members are further classified as follows:

1. Requesting Member – A Member who requests aid or assistance under the Network.
2. Responding Member – A Member that responds to a request for aid or assistance under the Network.

D. Period of Assistance – The period of time when a Responding Member

assists a Requesting Member in response to a Request for Assistance. The Period of Assistance commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when all of the resources return to the Responding Member's facility (*i.e.*, portal to portal).

E. National Incident Management System (NIMS): The national, standardized system for incident management and response that sets uniform processes and procedures for emergency response operations.

F. Associate – Any non-utility participant approved by the Statewide Committee that provides a support role for the Network (such as the State Department of Health). An Associate does not execute this Agreement.

ARTICLE III **ADMINISTRATION**

The Network is administered through Regional Committees and a Statewide Committee.

A. Regional Committees. The State is divided into regions that are geographically the same as the existing Department of Health Office of Drinking Water regions of the state, with the exception that the eastern region is divided to create a central region. Each region has a Regional Committee. Each Member within a region may appoint one person to be a member of its Regional Committee. Only those Regional Committee members appointed by Members are entitled to vote on matters before the Regional Committee. An Associate may be a non-voting member of a Regional Committee. Each Regional Committee shall elect a Chair by majority vote of the voting members of that Regional Committee and shall meet annually to review the operations and procedures of the Network.

B. Statewide Committee. The Chairs of the Regional Committees are the voting members of the Statewide Committee. An Associate may be a non-voting member of the Statewide Committee. Further, the Statewide Committee also may include as non-voting members representatives from the Washington State Department of Health Office of Drinking Water, Washington State Department of Ecology, Washington State Emergency Management Division, Rural Community Assistance Corporation, Evergreen Rural Water of Washington, Washington State Public Health Laboratory, EPA Region 10, Washington Association of Sewer and Water Districts, and the Washington PUD Association. Under the leadership of a Statewide Committee Chair elected by majority vote of the voting members of the Statewide Committee, the Statewide Committee shall plan and coordinate emergency planning and response activities for the Network.

C. Members' administrative activities shall be voluntary and members shall not be required to finance the administration of the Network, nor shall the Network hold real or personal property.

ARTICLE IV

PROCEDURES

In coordination with the Regional Committees, and emergency management and public health systems of the State, the Statewide Committee shall develop and adopt operational and planning procedures for the Network that are consistent with this Agreement. The Statewide Committee shall review these procedures at least annually and shall update them as needed.

ARTICLE V

REQUESTS FOR ASSISTANCE

A. Member Information: Promptly after executing this Agreement, the signatory Member shall deliver the following to the Statewide Committee: (1) a certified copy of the action of Member's governing body that authorized the signing of this Agreement and (2) an original signed Agreement. Each Member shall identify an Authorized Official and one alternate Authorized Official. Each Member shall provide current 24-hour contact information for its Authorized Officials to the Statewide Committee, which shall maintain a current list of all Members and the contact information for their Authorized Officials. The Statewide Committee shall provide to all Members an updated version of this list annually and whenever there is an addition or withdrawal of a Member and whenever there is a change of Authorized Officials' contact information.

B. Request for Assistance. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from Members ("Request for Assistance"). Requests for Assistance may be made orally or in writing, provided that when a Request for Assistance is made orally, the Requesting Member shall, as soon as practicable, identify and transmit in writing the personnel, equipment and supplies requested. Requesting Members shall direct Requests for Assistance to Authorized Officials. The Statewide Committee shall provide specific protocols for Requests for Assistance as part of the procedures created pursuant to Article IV of this Agreement.

C. Response to a Request for Assistance – Members are not obligated to respond to a Request for Assistance. After a Member receives a Request for Assistance, the receiving Member's Authorized Official shall evaluate whether to respond to the Request for Assistance, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether the Member will respond to the Request for Assistance. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member of the type of available resources and the approximate arrival time of such assistance.

D. Discretion of Responding Member's Authorized Official – No Member has any duty to respond to a Request for Assistance. When a Member receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion

as to whether or not to respond to the Request for Assistance, and if responding in the affirmative, to determine the availability of resources to be made available to the Requesting Member. The response of a Member's Authorized Official regarding the availability of resources to a Requesting Member shall be final.

E. No Liability for Failure to Respond – No Member will be liable to any other Member for deciding not to respond to a Request for Assistance or otherwise failing to respond to a Request for Assistance. All Members hereby waive all claims against all other Members arising from or relating to any Member's decision to not respond to a Request for Assistance or to any Member's failure to respond to a Request for Assistance.

ARTICLE VI

RESPONDING MEMBER PERSONNEL

A. National Incident Management System-When providing assistance under this Agreement, the Requesting Member and Responding Member are encouraged (but are not obligated) to be organized and function under NIMS.

B. Coordination and Records – Employees of the Responding Member will remain under the direction and control of the Responding Member to the fullest extent possible. The Responding Member is an independent contractor at all times. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance and for the equipment and supplies provided during work.

C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. Whenever practical, the Requesting Member shall supply adequate food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the food and shelter necessary to meet the needs of its personnel.

D. Communication – The Requesting Member shall provide Responding Member personnel with communications equipment as available, radio frequency information to program existing radios if appropriate, or telephone contact numbers, in order to facilitate communications with local responders and utility personnel. Each Requesting Member shall provide contact information for an individual with whom Responding Member's personnel may coordinate while en-route for access, staging instructions and other logistical requirements.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are

normally employed.

F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during a Period of Assistance.

ARTICLE VII

RIGHT TO WITHDRAW RESOURCES

A. Right to Withdraw - A Responding Member may withdraw some or all of its resources at any time for any reason, as determined in the Responding Member's sole and absolute discretion. The Responding Member shall communicate written or oral notice of intention to withdraw all or some of a Responding Member's resources to the Requesting Member's Authorized Official as soon as practicable under the circumstances. To the greatest extent possible, but without limiting in any way a Responding Member's sole and absolute discretion, a Responding Member's determination to withdraw some or all of its resources provided to a Requesting Member should consider the status of the incident and incident stability, to minimize any adverse impacts from the withdrawal of resources by a Responding Member.

B. No Liability for Withdrawal - No Member will be liable to any other Member for first responding to a Request for Assistance by providing resources (such as personnel, materials, and equipment) and later withdrawing or refusing to continue to provide some or all of those resources. All Members hereby waive all claims against all Members arising from or relating to such a withdrawal or refusal.

ARTICLE VIII

COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for all costs incurred by the Responding Member during a Period of Assistance, unless otherwise agreed in writing by both Members.

A. Personnel – The Requesting Member shall reimburse the Responding Member for personnel costs incurred for work performed during a Period of Assistance. Responding Member personnel costs will be calculated according to the terms provided in their employment contracts, hourly rate schedules or other conditions of employment. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during a Period of Assistance. The Requesting Member shall include in its reimbursement of the Responding Member all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Unless otherwise agreed in writing, the Requesting Member shall reimburse the Responding Member for all reasonable and necessary costs associated with providing food and shelter for the Responding Member's personnel, if the food and shelter are

not provided by the Requesting Member. The Requesting Member is not required to reimburse the Responding Member for food and shelter costs in excess of State per diem rates unless the Responding Member demonstrates in writing that the excess costs were reasonable and necessary under the circumstances.

B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. The Requesting Member shall return all equipment to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. If equipment cannot be returned in good working order, then Requesting Member shall either provide in-kind replacement equipment to Responding Member at no cost to Responding Member or pay to Responding Member the actual replacement cost of the equipment. Reimbursement rates for equipment use will be no less than the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member shall provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. If reimbursement rates are to be different than those in the FEMA Schedule of Equipment rates, Responding Member and Requesting Member shall agree in writing on which rates will be used prior to dispatch of the equipment to the Requesting Member. Requesting Member shall reimburse for equipment not referenced on the FEMA Schedule of Equipment Rates based on actual recovery of costs. If a Responding Member is required to lease equipment while its equipment is being repaired because of damage due to use during a Period of Assistance, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies – The Requesting Member shall reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies by the Responding Member during a Period of Assistance. The Responding Member shall not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage will be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – In order to be reimbursed, the Responding Member shall provide an itemized bill to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance for all expenses incurred by the Responding Member while providing assistance to a Requesting Member under this Agreement. The Responding Member may request additional time to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such a request. The Requesting Member shall pay the itemized bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional time to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such a request, but in no event will payment in full occur later than one year after the date a final itemized bill is submitted to the

Requesting Member. If a Responding Member disputes a portion of an itemized bill, the Requesting Member shall promptly pay those portions of the bill not under dispute, pending the resolution of the payment of the disputed portion of the bill.

E. Records - Where a Responding Member provides assistance to a Requesting Member under this Agreement, both Members shall provide the other Member access to the books, documents, notes, reports, papers and other records relevant to this Agreement for the purposes of reviewing the accuracy of a cost bill or making or undergoing a financial, maintenance or regulatory audit. Both Members shall maintain these records for at least three (3) years or longer where required by law.

ARTICLE IX **DISPUTES** **NEGOTIATION**

Members shall first attempt to resolve any controversy, claim or other dispute arising out of or relating to this Agreement by direct negotiation.

MEDIATION

To the extent not resolved by direct negotiation, Members shall mediate any controversy, claim or other dispute arising out of or relating to this Agreement. Mediation is a condition precedent to arbitration. Unless the disputing Members agree otherwise, the mediation will be administered by the American Arbitration Association (AAA) under its Construction Industry Mediation Procedures. The disputing Members shall pay in equal shares the mediator's fee and any filing fees. Unless otherwise agreed by the disputing Members, the disputing Members shall (1) hold the mediation no later than thirty (30) days after a disputing Member delivers a request for mediation to the other disputing Members and (2) hold the mediation at the location of the Requesting Member. Agreements reached in mediation will be enforceable as settlement agreements.

ARBITRATION

To the extent not resolved by mediation, Members shall arbitrate all controversies, claims and other disputes arising out of or relating to this Agreement. Unless the disputing Members agree otherwise, the arbitration will be administered by the AAA in accordance with its Construction Industry Arbitration Rules in effect on the date a disputing Member makes a demand for arbitration. A disputing Member may make a demand for arbitration before negotiation or mediation if it appears that a claim might be barred by a statute of limitations if the demand were made after the negotiation or mediation. However, in such a case the arbitration will be stayed until the conclusion of negotiation and mediation. The decision and award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE X

DUTY TO INDEMNIFY

To the extent of its fault, a Member shall defend, indemnify, and hold harmless all other Members, their elected officials, Authorized Officials, officers, employees and agents from any and all costs, claims, judgments, losses, awards of damage, injury, death and liability of every kind, nature and description, including the reasonable cost of defense and attorneys' fees, directly or indirectly arising from or relating to this Agreement (collectively, "Indemnified Claims"). This indemnity obligation extends to all Indemnified Claims against a Member by an employee or former employee of another Member, and for this purpose, by mutual negotiation, each Member hereby expressly waives, with respect to each other Member only, all immunity and limitation under any applicable industrial insurance act, including Title 51 of the Revised Code of Washington, other worker compensation acts, disability benefit acts or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of Indemnified Claims.

ARTICLE XI

WORKER'S COMPENSATION AND SITE CONDITIONS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

Each Member shall promptly identify to the other Members concerns about site safety, environmental concerns, and other working conditions. The Safety Officer appointed within the Incident Command System during the Period of Assistance shall address specific safety conditions and mitigations.

ARTICLE XII

NOTICE

Unless otherwise provided in this Agreement, all notices must be in writing. Notice to a Member must be delivered to the Member's Authorized Official.

ARTICLE XIII

EFFECTIVE DATE

This Agreement shall be effective with respect to each Member when that Member's authorized representative executes the Agreement. The Statewide Committee shall maintain a master list of all Members.

ARTICLE XIV

WITHDRAWAL

A Member may withdraw from this Agreement at any time by providing to the Statewide Committee Chair written notice of withdrawal signed by the withdrawing Member's Authorized Official or other person authorized by the withdrawing Member's governing body. Any withdrawal will be effective upon receipt by the Statewide Committee Chair of the notice of intent to withdraw. If there is no Statewide Committee Chair, the withdrawing Member shall provide written notice to each Member in its region, and the withdrawal will be effective upon delivery of those notices. Once withdrawal from this Agreement is effective, the withdrawing Member will have no further obligations under this Agreement, except that withdrawal from this Agreement will not affect any indemnification or reimbursement obligation under this Agreement that arises prior to the effective date of the withdrawal.

ARTICLE XV **TERMINATION**

This Agreement shall terminate in its entirety when there are less than two Members. Termination of this Agreement will not affect any indemnification or reimbursement obligation under this Agreement arising prior to the termination. The Statewide Committee Chair shall provide written notice of termination to all remaining Members of the Agreement.

ARTICLE XVI **AMENDMENT**

This Agreement may be amended if, after written notice of a proposed amendment to all Members, the proposed amendment is approved by a majority of Members in each region. The Statewide Committee Chair shall provide written notice to all Members of approved amendments. Approved amendments will take effect sixty (60) days after the date the notice is sent to the Members.

ARTICLE XVII **SEVERABILITY**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XVIII **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

Notwithstanding rights of subrogation asserted by a Member's insurance provider, this Agreement is for the sole benefit of the Members and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Member owe duty to a third party not a signatory of this Agreement by virtue of this Agreement. Assignments of benefits and delegations of duties created by this

Agreement are prohibited and of no effect.

ARTICLE XIX
GOVERNING LAW

This Agreement is governed by the law of the State of Washington, specifically RCW 39.34, Interlocal Cooperation Act.

ARTICLE XX
EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

The water and wastewater utility listed below executed this Agreement on this _____ day of _____ 201 .

Water/Wastewater Utility: _____

By: _____

Title: _____

Please Print Name

By: _____

Title _____

Please Print Name

Approved as to form

By: _____

Attorney for Member

Please Print Name

TAB - E

City of McCleary Hearing Examiner
Report and Recommendation

Summary of Application: Amend the McCleary Municipal Code (MMC) to update the provisions relating to manufactured homes.

Applicant: City of McCleary
100 South 3rd Street
McCleary, WA 98557

SUMMARY OF RECOMMENDATION: Adopt the proposed "Ordinance K" to bring the city into compliance with current state law and case law.

SUMMARY OF RECORD:

Public Hearing:

A public hearing was conducted at 1:30 p.m. on May 1, 2018 at McCleary City Hall. Present for the city were Neil Aaland, Hearing Examiner and Todd Baun, Public Works Director. The Examiner summarized the process for the record, including the purpose of the hearing and how the hearing process works. No letters have been received from the public.

The Examiner noted that no members of the public were in the room to provide comment or testimony. He closed the hearing at 1:35 p.m.

The written comments of city staff, together with the staff report and other supporting materials, are incorporated into the record of the hearing.

FINDINGS:

1. MMC Chapter 2.30 establishes the office of the Hearing Examiner and assigns certain responsibilities to the Examiner.
2. MMC Chapter 17.40.130 and ordinance #790 establishes the responsibility and authority of the Hearing Examiner to hear and make recommendations on matters assigned to him by the Mayor and the City Council.
6. Section 17.40.140 of the MMC stipulates the procedure for amending the zoning ordinance. Section A states:

"The City Council may amend the text of the zoning ordinance, including the city of McCleary zoning map, whenever public necessity, convenience, or general welfare require such action and the proposed amendment is consistent with the city of McCleary comprehensive land use plan in accordance with RCW 35A.63.105."

3. On Wednesday, March 28, the Mayor and the City Council assigned to the Examiner the responsibility of conducting the required public hearing and making a recommendation to the City Council for this proposal to revise the MMC.
4. The Hearing Examiner conducted a public hearing for the proposal on May 1, 2018.
5. City staff have provided an affidavit of publication advertising the public hearing in the April 19th and April 26th, 2018 issues of the paper of record, the Montesano Vidette.
6. The staff report includes copies of meeting notes from the city council meetings of October 25, 2017; November 8, 2017; and March 28, 2018. The meeting notes show the council has discussed changes related to placement of manufactured housing in the city, and notes that state law and case law has changed how cities must address manufactured homes.
7. The staff report includes a guidance document from the Municipal Research Services Center (MRSC) dated October 20, 2016. The document outlines the changes made in state law in 2004, 2008, and 2009 that affect how cities regulate manufactured housing.
8. A draft ordinance ("Ordinance K") has been prepared and reviewed by the city council to address these issues. This ordinance has been referred to the Examiner for a public hearing and recommendation.
9. The McCleary Comprehensive Plan, adopted in 2002, contains the following statements related to manufactured housing:
 - Page 11 describes the R-3 zone as a "manufactured home park" district and states: "The R-3 district provides for a mix of manufactured home parks and multi-family dwelling units. Manufactured home parks shall have an approved binding site plan. The maximum building height above finished grade is two stories."
 - The Housing Element on page 21 states as a goal: "Provide a housing supply in the city of McCleary that is adequate to meet the needs of populations of all ages and income groups."
 - On the same page, implementation steps are listed. Two of these are related to manufactured housing. The first reads: "Provide appropriate standards for doublewide or larger manufactured homes on individual lots to ensure their compatibility with surrounding residences. Restrict singlewide manufactured homes to manufactured home parks."
 - The second related implementation step on this page reads: "Require all manufactured home parks to have buffers and a binding site plan to reduce incompatible impacts on adjacent land uses".
10. Nobody attended the public hearing on May 1, 2018.

11. City staff recommends approval of the proposal.
12. The State Environmental Policy Act (SEPA) requires a threshold determination to be made for revisions to the comprehensive plan and the UDC. A Determination of Non-Significance (DNS) was issued on April 13th, 2018. As allowed under WAC 197-11-340 (2), no comment period was required or provided.

CONCLUSIONS:

1. A threshold determination has been properly issued under SEPA. No significant adverse environmental impacts were identified.
2. The proposal is consistent with the comprehensive plan housing element goal, which states: "Provide a housing supply in the city of McCleary that is adequate to meet the needs of populations of all ages and income groups."
3. Other sections of the comprehensive plan include limitations that are outdated and no longer comply with state law and case law. It is important for the city to update its zoning regulations to conform to state law and case law despite this outdated language.
4. The changes to the MMC are supported by the record. The "Ordinance K" would bring the city into compliance with current state law and case law.

RECOMMENDATION:

"Ordinance K" should be adopted by the City Council.

NOTICE TO APPLICANTS AND INTERESTED PARTIES:

Under section 2.30.090 of the McCleary Municipal Code, the decision of the examiner shall be final and conclusive, as to any further action or appeal as to those matters in which the examiner's decision is in fact passed on to the mayor and council as a recommendation, on the twenty-first day after the date of the decision. Since this is a recommendation and not a final decision, there is no appeal provided.

This report is the recommendation of the Hearing Examiner to the McCleary City Council. The council may approve, reject or modify this recommendation. Interested parties should contact the Clerk-Treasurer concerning action by the City Council.

Dated this 9th day of May, 2018

Neil L. Aaland
Neil L. Aaland, AICP
McCleary Hearing Examiner

TAB - F

SUPPLEMENTAL AGREEMENT No. 11		ORGANIZATION AND ADDRESS Skillings Connolly, Inc. PO Box 5080 Lacey, WA 98509-5080
AGREEMENT NUMBER 14044		
PROJECT NUMBER	PHONE (360) 491-3399	
PROJECT TITLE Third Street Improvements	NEW MAXIMUM AMOUNT PAYABLE \$416,255.00	
DESCRIPTION OF WORK Time Extension Only		

The Local Agency of **City of McCleary** desires to supplement the agreement entered into with **Skillings Connolly, Inc.** executed on **June 26, 2014** and identified as Agreement No. **14044**. All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

SECTION 1, SCOPE OF WORK, is hereby changed to read:

No change in Scope of Work

SECTION IV, TIME FOR BEGINNING AND COMPLETION, remains is changed from **May 31, 2018 to December 31, 2019**.

SECTION V, PAYMENT, shall be amended as follows:

Original Agreement	\$322,914.00
Supplement No. 1 – Time Extension Only	--
Supplement No. 2 – Time Extension Only	--
Supplement No. 3 – Add Jeffrey B. Glander to Contract	7,000.00
Supplement No. 4 – Time Extension Only	--
Supplement No. 5 – Time Extension Only	--
Supplement No. 6 – Real Estate Kickoff Meeting	3,000.00
Supplement No. 7 – Move \$1,093.48 from Design Budget to Right of Way Phase Budget	<u>(1,093.48)</u>
Supplement No. 8 – Time Extension Only	--
Supplement No. 9 – Time Extension Only	--
Supplement No. 9 – Time Extension Only	--
Total Design Budget	<u>\$331,820.52</u>
Supplement No. 7 --Right of Way Phase	\$83,341.00
Plus \$1093.48 from Design	<u>1,093.48</u>
Total Right of Way Phase	<u>84,434.48</u>
New Maximum Amount Payable	<u>\$416,255.00</u>

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

Signed this _____ day of _____, 2018.

By: **Skillings Connolly, Inc.**

Principal

By: **City of McCleary**

Signing Authority

TAB - G

ORDINANCE NO. _____

AN ORDINANCE RELATING TO ZONING AND ASSOCIATED MATTERS, SETTING FORTH PROVISIONS IN RELATION TO PLACEMENT OF MANUFACTURED HOMES, AMENDING SECTION 17.12.010, AMENDING SECTION 17.20.020 MMC, AMENDING SECTION 17.20.030 AMENDING SECTION 17.28.060, AMENDING SECTION 17.32.070 MMC, ADDING NEW SECTIONS TO CHAPTER 17.32 MMC, REPEALING SECTIONS 15.16.010 THROUGH 15.16.090 MMC, SECTIONS 15.20.10 THROUGH 15.20.190 MMC, AND SECTION 17.32.070 MMC, PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND CORRECTION.

R E C I T A L S:

1. The Council and Mayor have undertaken a review of the current regulations in relation to the placement of manufactured homes and recreational vehicles within the City.

2. After review by the Hearing Examiner and receipt of the Examiner's findings and recommendations, it is deemed appropriate to undertake certain modifications to the existing City Code.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY:

SECTION I: Purpose of Provisions:

The goals sought to be met through the applicable code provisions as to manufactured housing include the following:

A. Provide options for single-family factory-built housing in various community settings in relation to the provision of affordable or cost-efficient housing;

B. Clarify the standards for the location and development of manufactured homes on individual lots and in manufactured home parks;

C. Insure consistency with Washington State law; and

D. Establish standards of development to protect community aesthetics and property values.

SECTION II: Affirmation of Provisions Authorizing Siting:

A. Manufactured homes within the definition of a "manufactured home: designated" are permitted in all zones so indicated in the table of land uses established in Section 17.20.030, as now existing or hereafter amended or succeeded, subject to the development and siting standards of Section III.

B. Manufactured home parks are permitted as a conditional use in such zones as may be indicated in the table of land uses established in Section 17.20.030 MMC, as now existing or hereafter amended or succeeded, subject to the development and siting standards of the applicable provisions of the Municipal Code, including Section VII of this ordinance.

SECTION III: Development and siting standards for "manufactured homes: new" and "manufactured homes: designated" on

individual lots in such zones as such placement is authorized in Section 17.20.030, as now existing or hereafter amended or succeeded : PROVIDED THAT, to the extent that any provision of the subsection A is inconsistent with the provisions Of Title 17 in relation to Development Standards, as those standards now exist or are hereafter amended or succeeded, those standards shall control.

A. Manufactured homes are permitted on one individual parcel, lot, or tract in residential zones: provided, that the home meets the following standards:

1. Approved by the Washington State Department of Labor and Industries or the U.S. Department of Housing and Urban Development, and the appropriate certification insignia is affixed to the unit, in accordance with the provisions of Chapter 43.22 RCW, as now existing or hereafter amended or succeeded;

2. Comprised of at least two fully enclosed parallel sections each of not less than twelve feet wide by thirty-six feet long;

3. Set upon a permanent foundation, as specified by the manufacturer, and that the space from the bottom of the home to the ground be enclosed by concrete or an approved concrete product which can be either load-bearing or decorative;

4. Compliant with all local design standards applicable to all other homes within the neighborhood in which the manufactured home is to be located;

5. Thermally equivalent to the State Energy Code;

6. Originally constructed with and now has a composition or wood shake or shingle, coated metal, or similar roof of nominal three to twelve (3:12) pitch or greater;

7. Sided with exterior siding similar in appearance to materials commonly used on conventional site-built International Building Code single-family residences;

8. As to siting in zones R-1 and R-2, meet the criteria of a new manufactured home as defined in RCW 35.63.160(2), as now existing of hereafter amended or succeeded;

9. Shall have a finished porch or deck allowing normal ingress and egress associated with each exterior door; and

10. Be so oriented so that its longest facade (side) is parallel to, or if that is not possible due to the lot orientation, primarily parallel to, an abutting public or private street.

B. As to a manufactured home which was legally placed and maintained prior to the date of adoption of this chapter, and which does not meet the siting requirements of this chapter for the zone in which it is located:

1. It shall be deemed to be a nonconforming structure.

2. If a legal nonconforming manufactured home is partially or wholly destroyed, replaced, or altered, it shall be required to meet the relevant requirements set forth in the nonconforming provisions of the Municipal Code.

SECTION IV: Section 17.12.010, sub-section M and Ordinance 709, Section I (part) as last amended by Ordinance 830, Section 1, shall have added to it the following definition:

"Manufactured home: new" means any manufactured home which satisfies all of the criteria set out for such a unit in RCW 35.63.160[2], as now existing or hereafter amended or succeeded.

SECTION V: The chart set forth in Section 17.20.030 and Section I, Ordinance 709, as last amended by Section I, Ordinance 838, shall be amended in the following respects:

A. Placement of a "manufactured homes: new": permitted use in zones R-1, R-2 and R-3.

B. Placement of a "Manufactured Home: designated" permitted in manufactured home park only.

SECTION VI: The chart set forth in Section 17.28.060 and Section I, Ordinance 709 shall be amended in the following respects: the section entitled "manufactured homes, designated and non-designated" shall be repealed and replaced with the following:

Manufactured home New: 2.0 spaces for all units.

SECTION VII: A new section shall added to Chapter 17.32 which shall read as follows:

6.A. **Intent:** The purpose of this ordinance is to provide a means for the establishment and operation of manufactured home parks within the City of McCleary; to ensure a suitable living environment for owners of manufactured homes located within manufactured home parks; and, to establish standards to promote the health, safety, and general welfare.

6.B. **Prohibited Uses:**

1. Any use not expressly permitted outright or as a non-conditional use in this chapter shall be prohibited. (~~including but not limited to the following examples.~~

- ~~1. Commercial uses except as provided in this chapter.~~
- ~~2. Industrial uses.~~
- ~~3. Keeping of livestock, poultry, rabbits, or bees.~~
- ~~4. Occupancy of recreational vehicles~~
- ~~5. Public nuisances as defined in Chapter 8.16.~~
- ~~6. Outside storage, collection, or dumping of dismantled, partly dismantled, or wrecked vehicles, trailers, machinery or their parts.~~
- ~~7. Outside storage or collection of any junk, scrap, garbage, unsightly material, litter, or debris.~~
- ~~8. Abandoned sheds or buildings in a state of disrepair.~~

~~9. Any use which does not or is not capable of conforming with the requirements of this chapter.))~~

2. Recreational vehicles utilized as the primary residence of the occupant may be allowed in parks so long as the following requirements are met:

(a) The unit meets all applicable fire, safety, or other regulations related to recreational vehicles;

(b) The utility hookups in manufactured/mobile home communities meet state or federal building code standards for manufactured/mobile home communities or recreational vehicle parks; or if such hook ups are not utilized for the vehicle either

(i) the recreational vehicle contain at least one internal toilet and at least one internal shower, or

(ii) the manufactured/mobile home community must provide toilets and showers for utilization by those occupying the recreational vehicle for use without additional cost and those occupants shall utilize those facilities.

6.C Density: Manufactured home parks shall ~~((be developed in no less than one acre in size and at))~~ have a density of not more than six (6) dwelling units per acre.

6.D Park Size: A park shall be no less than five (5) acres in size. ~~((There shall be no minimum or maximum required manufactured home park size other than the density requirements.))~~

6.E. **Setbacks and Separations:** Setbacks and separations in the manufactured home park shall be as follows:

1. Set Backs: Compliant with the provisions of Chapter 17.24 MMC, as now existing or hereafter amended or succeeded.

~~((a. The set back from a private road shall be ten feet (10') exclusive of hitches or towing devices.~~

~~_____ b. The set-backs from a public right-of-way shall be fifteen feet (15') from the lot line.~~

~~_____ c. The set back from the exterior park boundary not abutting upon a public right-of-way shall be ten feet (10') from the lot line. Except that separate accessory buildings or structures attendant to a manufactured home unit and upon approval from the building department, may be located not closer than five feet (5') from the exterior property line of a manufactured home park not abutting upon a public right-of-way.~~

~~_____ d. Attached or free-standing additions to a manufactured home unit including carports, awnings, storage rooms, habitable rooms, and other similar structures or buildings shall be considered to be a part of the manufactured home unit for set-back purposes.~~

~~_____ e. Open stairs, decks, and landings no higher than the floor level of the manufactured home unit may encroach to within five feet (5') from the lot line, of a private road.))~~

2. Separations: Compliant with the provisions of Chapter 15.04 MMC, as now existing or hereafter amended or succeeded.

~~a. Manufactured home units and habitable additions thereto having a minimum 2 x 4 stud and sheet rock exterior wall construction or equal fire resistive wall construction shall maintain a minimum ten-foot (10') separation from one manufactured home unit to another manufactured home unit of similar construction. Manufactured home units of lesser fire resistive exterior wall construction shall maintain a twenty-foot (20') separation from one manufactured home unit to another manufactured home unit.~~

~~b. Attached or free standing non-habitable additions appurtenant to a manufactured home including stairs, decks, landings, awnings, carports, storage rooms, and other structures or buildings shall maintain a six-foot (6') separation from another manufactured home.~~

~~c. Separate accessory buildings or structures shall not be located closer than six feet (6') from its attendant manufactured home or additions permitted by the Building Official.~~

~~d. Separate accessory buildings or structures attendant to one manufactured home unit shall not be located closer than six feet (6') from another manufactured home unit and its~~

~~attendant additions or accessory buildings or structures permitted by the Building Official.~~

3. Walkways:

The manufactured home park shall contain designated hard surface pedestrian walkways to and from all service and recreation facilities; and between locations where pedestrian traffic might interfere with vehicular traffic.

4. Screening:

The manufactured home park shall be enclosed on all sides with a permanently maintained sight obscuring fence, wall, berm, or combination thereof no less than six feet (6') in height nor more than eight feet (8') in height and tapering to a maximum of four feet (4') in height at the park entrances as approved by the City Engineer and Building Department to ensure adequate sight distance.

5. Landscaping and Park Maintenance:

All natural and artificial barriers, driveways, lawns, trees, landscaping, buildings, occupied and unoccupied manufactured home spaces, recreation areas, and open spaces shall be continually maintained and are the responsibility of the manufactured home park: PROVIDED THAT, if a lot within a Park is owned by an individual, it shall be the responsibility of that owner to maintain the landscaping, structures and other improvements which are owned by the owner and located upon that lot.

6. Space Numbering:

Every manufactured home space shall be identified with an individual number in logical sequence, as provided in McCleary Municipal Code 12.08, which is uniformly located and clearly visible from the private street and so shown on the official binding site plan.

7. Signs:

One monument identification sign may be erected at each park entrance from a public street so long as such sign(s):

- a. Does not exceed an area of _____ feet (____) square feet.
- b. Does not exceed _____ feet (____') in height.
- c. Is indirectly lit; internal illumination is prohibited.
- d. In all respects other than the elements set forth in subsections a, b, and c, all sign(s) shall be in accordance with the City of McCleary Development Standards including, but not limited to, Section 17.28.090 MMC.

8. Parking Requirements:

- a. There shall be provided and maintained on each manufactured home space at least two (2) parking spaces. Each parking space shall contain a minimum area of one hundred eighty (180) square feet with a minimum width of nine feet (9') and minimum length of twenty feet (20').

b. In addition to occupant parking, guest parking shall be provided within the manufactured home park at a ratio of not less than .25 parking space for each manufactured home space. Such parking shall be hard surfaced and reserved solely for guest parking. Such parking shall be conveniently arranged throughout the manufactured home park or provided in parking lanes.

9. Utility Requirements:

All manufactured home parks shall be served within its boundaries by the necessary permanent electrical, water, stormwater and sewage utility systems, including the provisions of compliant connections to each manufactured home lot and any other parcel therein upon which structures are constructed, the actual lawful use of which will require such services to be available. All such systems shall comply with all applicable City ordinances, including any standard, rule or regulation adopted pursuant to those ordinances, as well as all applicable federal and state statutes, rules and regulations.

~~((All sewage and wastewater shall be discharged into the City's public sanitary sewer system.~~

~~b. Each individual unit shall have its own individual water, electrical and sewage and may not share with another unit.~~

~~c. All water, sewer, electrical, communication, and natural gas lines shall be installed underground except for access terminals and shall be approved by the agency or jurisdiction providing the service. Public utility shut off~~

~~valves, meters, and regulators shall not be located beneath manufactured home units, additions, or accessory buildings or structures.))~~

10. Common Open Space:

A minimum of four hundred thirty-five (435) square feet per manufactured home unit shall be set aside and maintained as common open space for the manufactured home park. Such space and location shall be accessible and usable by all residents of the park. Parking space(s), driveways, storage areas, and private streets are not considered to be usable open space. The open space shall be of such grade and surface suitable for active or passive recreation. ~~((The following minimum ground area per manufactured home unit shall not be included as common open space:~~

- ~~a. Single wide - 3,200 square feet~~
- ~~b. Double wide - 4,300 square feet~~
- ~~c. Triple wide - 5,400 square feet))~~

Deviation from the common open space requirements of this section may be permitted as a conditional use in compliance with McCleary Municipal Code Chapter 17.20.

11. Building Height & Location Restriction:

A. No building or structure shall be allowed which is not in compliance with the provisions of Chapter 17.24 MMC, as now existing or hereafter amended or succeeded. ~~((shall exceed thirty feet (30') in height))~~.

B. No building or structure shall be placed or constructed over a public easement or over right-of-way.

12. Use Impacts:

Uses within a manufactured home park shall not ((inflict)) have unreasonable impacts or effects upon adjacent property or upon adjacent manufactured home units, whether such impact or effect is caused by smoke, dust, glare, odor, vibration, noise, electrical interference, or excessive hazard. Noise in a manufactured home park shall not exceed the standards set forth in Chapter 8.16 of the McCleary Municipal Code.

13. Storage Area:

A bulk storage area compliant with the requirements of this section and any other applicable provision of the Municipal Code shall be provided for the storage of materials and equipment owned by the residents of the manufactured home park: PROVIDED THAT, the requirements of this section shall be waived when the manufactured home park developer/owner agrees to prohibit storage of such items in the manufactured home park and such prohibition is inscribed on the face of the binding site plan. If granted the exclusion, compliance with such exclusion shall be enforced by the managing entity or governing association.

A. A minimum of three hundred square feet (300') of space exclusive of driveways shall be provided for every ten (10) manufactured home units.

B. Bulk storage areas shall be contained within the manufactured home park. Access to the storage area shall be through the manufactured home park and shall not be from a public right of way.

C. A sight obscuring fence no less than six foot (6') high and nor more than eight feet (8') in height shall be erected and maintained around the perimeter of the storage area.

14. Drainage and Storm Water Control:

A. All storm water controls, devices, systems, shall be approved by the City prior to installation and shall be constructed, maintained, and operated in compliance with the applicable provisions of the Municipal Code, including any regulation, rule or standard adopted by reference therein.

~~((B. Storm water run-off or drainage shall be controlled and contained on-site except where adequate off-site storm water drainage systems are available. Storm water runoff and/or drainage resulting from the manufactured home park must be controlled so that water will not flow onto a public sidewalk or onto adjacent property except when water flows in a natural course from one property to another.))~~

~~C. Drainage into a city storm water system, must be approved by the City Engineer.~~

~~D. Manufactured home parks shall provide for on-site or off-site detention or control of excess storm water or drainage resulting from the use.~~

~~E. The manufactured home park shall not cause downstream property owners to receive storm water runoff at a higher peak flow than would have resulted from the same event had the use or improvement not been present.))~~

15. Roads and Streets:

A. All interior roads for manufactured home parks shall be private roads.

B. All private roads shall be designed and maintained to carry emergency vehicles and meet all state, local & fire requirements.

C. The interior roads shall be designed, constructed and maintained in compliance with the applicable standards set forth in the Municipal Code, including but not limited to, those adopted by reference in Chapters 15.04 and 15.24, as now existing or hereafter amended or succeeded. ~~((Park roads and parking lanes shall have widths as follows:—~~

~~1. One way roads shall be a minimum of twenty-two feet (22') in width.~~

~~2. Two way roads shall be a minimum of twenty-four feet (24') in width, with an additional three foot (3') wide asphalt walking path adjacent to the road.~~

~~3. Parking lanes shall be a minimum of ten feet (10') in width.~~

~~4. Parking lanes shall be hard surfaced.~~

~~5. A cul-de-sac turn around shall have a minimum pavement width of twenty feet (20') and a minimum diameter of fifty feet (50'), exclusive of any parking area.))~~

16. Skirting:

All manufactured homes shall have compatible foundation fascia of fire and weather resistant material, which must be continually maintained.

17. Ambient Lighting:

A lighting plan shall be provided to the city prior to approval of the conditional use permit, including but not limited to the following: Outdoor lighting shall be provided to adequately illuminate internal streets and pedestrian walkways. *Lights shall be sized and directed to avoid having an unreasonable adverse impact from glare or other cause upon other property.*

18. Additions and Separate Accessory Buildings or Structures:

A. Additions to manufactured home units and separate accessory buildings or structures shall be constructed in compliance with the standards specified by local codes including the State Building Code, the State Mechanical Code, the State Plumbing Code, the State Fire Code, and the requirements of the Department of Labor and Industries as may be applicable.

B. Additions and accessory buildings or structures shall maintain the set back and separation requirements set forth

in the applicable provisions of the Municipal Code, including, but not limited to, Chapter 17.32 MMC.010, as now existing or hereafter amended or succeeded. ((of this chapter.

~~C. Additions or accessory structures shall not exceed sixteen feet (16') in height.~~

19. Accessory Uses. A manufactured home park may include:

a. Accessory buildings, such as laundry, grounds maintenance shop, recreation, restroom and swimming pool, subject to compliance with any other applicable provision of this Code.

b. Secure areas for shared storage of motor homes, recreational or camping vehicles and trailers. ((Satellite Receiving Antennas: Satellite receiving antennas shall be sited in compliance with the set back and separation standards of this chapter.))

SECTION VII: Administration:

A. The City's building official or designee shall inspect the installation of manufactured homes prior to occupancy and issue certificates of occupancy for manufactured homes placed in accordance with this chapter. No manufactured home shall be occupied until after the city issues a valid certificate of occupancy.

B. If a manufactured home is replaced by another manufactured home, a new certificate of occupancy shall be

required for the installation of any manufactured home completed after the date of adoption of this chapter.

SECTION VIII: Severability: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

SECTION IX: Codification & Repeal.

A. Codification: Sections I, II, III, VI and VII shall constitute new sections in Chapter 17.32 MMC.

B. Repeal: Sections 15.16.010 through 15.16.090 MMC, Sections 15.20.10 through 15.20.190 MMC, and Section 17.32.070 MMC shall be and are hereby repealed.

SECTION X: Corrections by the Clerk-treasurer or Code Reviser. Upon approval of the Mayor and City Attorney, the Clerk-treasurer and the Code Reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors, references to other local, state, or federal

laws, codes, rules, or regulations, or ordinance number and section/subsection numbering.

SECTION XI: Effective Date: This Ordinance shall take effect upon the fifth day following date of publication.

PASSED THIS _____ DAY OF _____, 2018, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, 2018.

CITY OF McCLEARY:

BRENT SCHILLER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I, WENDY COLLINS, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary a true and correct summary of Ordinance Number _____ and that said publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number _____, as it was

published, is on file in the appropriate records of the City of McCleary.

WENDY COLLINS

SIGNED AND SWORN to before me this _____ day of _____, 2018, by WENDY COLLINS.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, Residing at:
My appointment expires: