



McCleary City Council Agenda

February 14th, 2018 6:00 PM

Flag Salute

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

Exutive Session

1/2 hour-RCW 42.30.140[4][b]

Public Hearing	<input type="checkbox"/>
Mayor Comments	<input type="checkbox"/>
Public Comment	<input type="checkbox"/>
Minutes	<input type="checkbox"/>
Approval of Vouchers	<input type="checkbox"/>

Tab A Jan 24th

Staff Reports	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

Tab B Dan Glenn
Tab C Todd Baun
Tab D Staff Reports

Old Business	<input type="checkbox"/>
	<input type="checkbox"/>

Tab E Western Public Agencies Group (WPAG)
Tab F IT services

New Business	<input type="checkbox"/>
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Tab G 3rd Street Project Local Agency Agreement

Ordinances	<input type="checkbox"/>
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Tab H Draft Mobile Home Code Update

Resolutions

Mayor/Council Comments

Public Comments

Executive Session

Adjournment or Recess Meeting

Previously Tabled Items

CAO Update, Net Metering, Development Incentives

Please turn off Cell Phones- Thank you

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

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La ciudad de McCleary as un proveedor de igualdad de oportunidades y el empleador

CITY OF MCCLEARY
Regular City Council Meeting and Council Workshop
Wednesday, January 24, 2018

ROLL CALL AND FLAG SALUTE	Councilmembers Orffer, Huff, Heller, Blankenship and Iversen were in attendance.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Director of Public Works Todd Baun, Clerk-Treasurer Wendy Collins, Police Chief Steve Blumer and Attorney's Dan Glenn and Sharon English.
PUBLIC HEARING	None.
EXECUTIVE SESSION	None.
MINUTES APPROVED	It was moved by Councilmember Iversen, seconded by Councilmember Huff to approve the minutes from the meeting held on January 10, 2018. Motion Carried 5-0.
VOUCHERS	<p>Accounts Payable checks approved were 43878- 43903 including EFT's in the amount of \$46,400.01 and 43808 - 43875, including EFT's in the amount of \$302,747.15.</p> <p>It was moved by Councilmember Blankenship, seconded by Councilmember Heller to approve the vouchers. Motion Carried 5-0.</p>
PUBLIC COMMENTS	None.
MAYOR COMMENTS	<p>Mayor Schiller met with the Steering Committee last week and in attendance were the President of Simpson Timber Mill, Phil Steklenski, and Jack Peterson from Gordon's Select Market. The meetings are productive and he hopes to have a final draft to bring to the Council for action by the end of March.</p> <p>Mayor Schiller attended a Mayor's luncheon at Grays Harbor Country Club and gave a short presentation on what is happening in McCleary. He spoke about the Steering Committee and their progress, and he also talked about the growth in McCleary. The meeting had a lot of information, which was shared by the various Mayor's in attendance.</p>
CITY ATTORNEY REPORT	Dan Glenn provided a written report for the Council. Mr. Glenn introduced Attorney Sharon English. Ms. English will be covering for Dan Glenn during periodic absences. The Mayor and Council welcomed her.
DIRECTOR OF PUBLIC WORKS REPORT	Todd Baun reported that the City now has a Facebook page, which has gone live.
NET METERING UPDATE	The City received a request from an electrical customer, asking to be allowed to install solar power system material on their residence, while remaining connected to the City's system. Dan Glenn is researching the legal aspects of the request and Todd Baun provided additional information for the Council to review.
HAZARD MITIGATION PLAN UPDATE	Todd Baun provided information for the Council to review.
WESTERN PUBLIC AGENCIES GROUP (WPAG)	Todd attended a monthly WPAG meeting. The WPAG is an association of Washington and Oregon public utilities that is involved with Bonneville rate proceedings, litigation and policy review issues. Todd reported they discussed several items that BPA will be looking to change in 2018, some of which may affect the City. He will learn more at the next meeting.
IT SERVICES	The City has only received one proposal by the closing date. The company that submitted a proposal is a new company. Todd stated that the proposal is being evaluated and he hopes to have a recommendation for the Council at the next meeting.

AFG GRANT APPLICATION The Fire Department will be applying for the AFG, (Assistance to Firefighters Grant), which is due on February 2, 2018. It is a very competitive grant, which our firemen have been trying to get for many years. The grant would be for bunker gear, bottles and self-contained breathing apparatus. They are requesting an estimated amount of \$215,000 from the grant to make the purchases. **It was moved by Councilmember Huff, seconded by Councilmember Iversen to authorize the Mayor to sign the AFG Grant Application for a request for an estimate of \$215,000. Motion Carried 5-0.**

DRAFT CRITICAL AREAS
ORDINANCE (CAO) Tabled.

DRAFT DEVELOPMENT
INCENTIVES Tabled.

DRAFT MOBILE HOME CODE
UPDATE Tabled.

PUBLIC COMMENT Mayor Schiller asked Todd Baun to set up a tour for the City Council. The last Council went on a tour of the City and all of it's facilities. It was extremely beneficial for them to understand the location and layout of each facility so they have an overall understanding of how everything operates.

EXECUTIVE SESSION None.

MEETING ADJOURNED **It was moved by Councilmember Blankenship, seconded by Councilmember Huff to adjourn the meeting at 7:35 pm. The next meeting will be Wednesday, February 14, 2018 at 6:30 pm. Motion Carried 5-0.**

Approved by Mayor Brent Schiller and Clerk-Treasurer Wendy Collins.

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary
FROM: DANIEL O. GLENN, City Attorney
DATE: February 8, 2018
RE: LEGAL ACTIVITIES as of FEBRUARY 14, 2018

THIS DOCUMENT is prepared by the City Attorney for utilization by the City of McCleary and its elected officials and is subject to the attorney-client privileges to the extent not inconsistent with laws relating to public disclosure.

1. **INFORMATION PROCESSING SERVICES CONTRACT:** As you are aware, our contract with the prior provider ended as of December 31. Since then Mr. Baun issued a RFP, but apparently the City did not receive responses. Thus, he reached out to a variety of potential providers, but has received only one expression of interest. Thus, based upon the information and discussions between the Principal of the Company and Todd, a potential agreement has been worked out. I have incorporated the terms into a written agreement for services which, as of the time of the preparation of this Report, is still under review by the Provisioner. Hopefully, it will be agreed to by the Provisioner and before you for consideration and approval.

One of the potential benefits is the Provisioner is located and operates from McCleary which should make response times in the event of emergency situations even quicker.

2. **WASHINGTON PUBLIC AGENCIES GROUP DOCUMENTS:** On Thursday Mr. Baun provided me certain documents in relation to this agency which currently has as members many public power agencies. My initial review of the documents did not lead to any concerns. I have asked the counsel representing the group to clarify how the City would, if it desired, end its membership and thus its responsibility for the shared cost.

The agreement will be on the agenda for action and I do not anticipate any difficulty in terms of the provisions.

3. MANUFACTURED HOME PLACEMENT AND PARK CODE PROVISIONS: This has become a matter which has taken a great deal more time for consideration by and among Council Member Blankenship, Mr. Morrison, and myself than I would have anticipated. The Council Member's initial concern was to clarify the provisions of the Municipal Code governing the placement of manufactured homes in the various zones. There is a necessity as well resulting from certain legislative changes adopted over the years. (For your information I am attaching a two page commentary issued by MRSC dealing with the impacts of the new legislation.)

In any event, the discussion and drafting has involved updating of definitions to include "manufacture home: designated" and "manufactured home: new), amending zoning provisions as to within what zones these units may be located, and, more extensively, updating, whether by replacement or amendment, the provisions in relation to manufactured home parks. I will be providing a Draft "H" which would amend the existing Code section relating to such parks and a Version "K-2" which would replace the existing section which is Ben's preferred approach. Given the complexity of the matter, including to what degree the City may restrict the access of recreational vehicles to manufactured home parks and other matters, and the fact that it will have to go to the Hearing Examiner with the associated costs, it is my recommendation that the subject merits a work session to review the approaches and develop the draft which would be referred to the Examiner for hearing.

4. 3RD STREET PROJECT: Mr. Baun has provided to me the initial contract request and form documents. As he is aware, when I was given the opportunity to review the model contract provided, it raised concerns given prior experience. Thus, I have been in contact with the folks at Skilling & Chamberlain and they have concurred the form provided will need modification in a variety of areas, including the method/pattern of payment. When I noted the level of insurance proposed by the WADOT draft and associated issues, my thought was that provision needed to be added for notification in the event of cancellation, addition as a named insured, and the level of insurance. Thus, to be certain that I was not being too cautious, I did contact the consultant at WCIA. She agreed.

In any event, we will be reworking the contract to more adequately protect the City.

5. NET METERING: It appears there is not a lot of discretion available to the City in terms of not implementing such a program. Thus, I will have available for your review prior to the next meeting a draft which will be a "morph" of the

Steilacoom approach. It will seek to address the public safety and system protection concerns Mr. Nott rightly has in terms of such connections.

As always, this is not meant to be all inclusive. If you have any questions or comments, please direct them to me.

DG/le

Whatever one's views regarding manufactured housing, it cannot be disputed that manufactured housing today is quite different from the mobile homes of twenty or thirty years ago or more. "Mobile homes," as they are commonly thought of, are no longer being built, and "manufactured housing" has taken their place. Manufactured housing is much more like traditional site-built housing than was the traditional mobile home. The manufactured housing industry contends that there is no appreciable difference between the two. Being generally less expensive than site-built housing, manufactured housing can provide viable housing opportunities for low income families.

1. 2004 Legislation Sets New Direction for Manufactured Housing Regulation

State and federal laws limit local government regulation of manufactured housing. Local governments may not enact construction, safety, and energy standards that are stricter than those established the Department of Housing and Urban Development (HUD) since Congress passed the National Manufactured Housing Construction and Safety Standards Act of 1974.

The 2004 state legislature significantly changed the landscape of local land use regulation of manufactured homes again by the passage of **SB 6593**. A major impetus for the 2004 legislation was to provide for "affordable homeownership and rental housing." This law requires that cities and counties must regulate manufactured homes built to federal manufactured housing construction standards no differently than they regulate other types of homes. Prior to SB 6593, Washington cities and counties seemingly had the authority to regulate the location of manufactured homes through zoning and even to ban them entirely. SB 6593, however, eliminated any previous ability of local governments in the state to restrict where manufactured housing - at least certain manufactured housing - could locate. See **RCW 35.21.684**; **RCW 35A.21.312**, and **RCW 36.01.225**.

Nevertheless, cities and counties may under this legislation require that that these manufactured homes: (1) be new manufactured homes (but see below); (2) be set on a permanent foundation; (3) comply with any local design standards that may apply to all other homes in the neighborhood in which the manufactured home is to be located; (4) be thermally equivalent to the state energy code; and/or (5) otherwise meet requirements for a "designated manufactured home" in **RCW 35.63.160**. (Because a "designated manufactured home" under that definition is one that includes at least two sections, cities and counties may still regulate "single-wide" manufactured homes differently than other types of homes.)

2008 Legislation Further Restricts Local Regulation

In 2008, the legislature passed **SSB 5524** which provides that cities and counties may not prohibit a mobile or manufactured home from locating in an *existing* mobile home park or manufactured housing community (existing before June 12, 2008) based on the age or size of that mobile or manufactured home. See **RCW 35.21.684**; **RCW 35A.21.312**, and **RCW 36.01.225**. Local jurisdictions are still permitted to place age and dimension criteria on manufactured housing that is sited outside of mobile and manufactured housing communities, or on housing to be sited in *new* mobile home parks or manufactured housing communities (**SSB 5524**).

2009 Legislation Permits Recreational Vehicles as Housing

The 2009 legislature added a further limitation on the authority of cities and counties regarding manufactured/mobile home communities. Under **EHB 1227**, cities and counties may not have an ordinance that prevents the entry or requires the removal of a recreational vehicle used as a primary residence in manufactured/mobile home communities. However, cities and counties may enact requirements that utility hookups in manufactured/mobile home communities meet state and federal building code standards for these communities and that a recreational vehicle contain both an internal toilet and an internal shower (unless the manufactured/mobile home community provides toilets and showers). See **RCW 35.21.684(3)**, **RCW 35A.21.312(3)**, and **RCW 36.01.225(3)**.

Many local manufactured housing ordinances in this state have been on the books for a number of years and do not necessarily reflect the current state of the law or of the industry. The Washington Manufactured Housing Association has developed "model" regulations for local governments to adopt for the purpose of complying with SB 6593. See **Documents** below. The model regulations do not, however, address the 2008 or 2009 legislation.

STAFF REPORT

To: Mayor Schiller
From: Todd Baun, Director of Public Works
Date: February 9, 2018
Re: Current Non-Agenda Activity

City Hall Building Changes

As you are aware, we have been completing some changes in City Hall. We are proud of the changes and believe that they bring some life into the 1953 building.

Water Main Break

On February 2nd, around 5:45 AM, we were alerted of low water pressure on Simpson Ave. We had crews on scene by 6:00 AM to troubleshoot the problem. We then started to get complaints about no water in several areas of the City. We found that a 4" plastic water main on Maple St, near the Treatment Plant, had completely ruptured. We were able to isolate the issue and get the majority our customers back in water by 7:25 AM.

After fixing the break, we also noticed that several of our "fail-safes" had also failed. We have been working all this week to repair those issues, so we will hopefully not experience the issue of losing water to a majority of our customers on another event like this.

Building and Planning Staff Report

To: Mayor and City Council

From: Paul Morrison

Date: February 1st, 2018

Re: December, Building and Planning Department Activity.

New Permit Activities for January 2018

511 South 4 th Street	Ductless Heat Pump	Total Fee \$89.84
Building Department Related Revenues	Total fees charged for January \$89.84	Total fees collected for January \$9,176.74

Permit Activity Totals

New Homes Permitted for 2018 0	All Permits Issued for 2018 1	Total Fees Charged for 2018 \$89.84
New Homes Permitted for 2017 11	All Permits Issued for 2017 104	Total Fees Charged for 2017 \$124,686.92
New Homes Permitted for 2016 24	All Permits Issued for 2016 170	Total Fees Charged for 2016 \$249,258.60
New Homes Permitted for 2015 2	All Permits Issued for 2015 52	Total Fees Charged for 2015 \$ 52,499.28
New Homes Permitted for 2014 3	All Permits Issued for 2014 89	Total Fees Charged for 2014 \$ 59,695.93
New Homes Permitted for 2013 3	All Permits Issued for 2013 79	Total Fees Charged for 2013 \$ 69,743.57
New Homes Permitted for 2012 6	All Permits Issued for 2012 97	Total Fees Charged for 2012 \$ 123,164.28
New Homes Permitted for 2011 1	All Permits Issued for 2011 37	Total Fees Charged for 2011 \$ 24,803.65

Nuisances for the Month of February:

- 439 East Mommsen Road (Intrusion on City Fire Hydrant)
- 560 North Summit Road (8.16)
- 126 Summit Loop (8.20)
- 111 East Mommsen Road (8.20)
- 221 South Main (8.16 & 10.20)
- 618 West Simpson Avenue (10.20)
- 320 East Mommsen Road (8.16)
- 423 South 2nd Street (8.16)
- 315 East Mommsen Road (8.16)
- 320 East Mommsen Road (8.16)
- 423 West Pine Street (8.16)

City Of McCleary Police Report: Chief Steve Blumer
 Reporting Officer: Chief Blumer
 Month Of January
 2018
 City Mayor: Brent Schiller

City Council Members:
 Position 1: Brenda Orffer
 Position 2: Brycen Huff
 Position 3: Jaron Heller
 Position 4: Ben Blankenship
 Position 5: Joy Iversen



Violent & Property Crimes

Murder	
Rape	
Assault	2
Robbery	
Harassment / Domestic	1
Theft	2
Trespass	1
Stalking	
Found Property	
Warrant Arrest	6
Burglary	2

TOTAL	14
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Other Emergent Calls

FIRE	20
Suicide	2
Missing Person	
Disorderly Conduct	2
Drug Incidents	4
Man Down	1
911	2
Alarm	1
Display	
Sex offense	
TOTAL	32

Traffic Stops and Violations

DUI	1
Accident	1
Stolen Vehicle/Recovery	
Abandon Vehicle	3
Parking Enforcement	
Motorist Assist	2
Fatal Accident	
Subject Stop	
Traffic Stop	35
Reckless	5
Vehicle prowl	1

	48
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Other Non Emergent Calls

Noises Complaints	
Code Enforcement	7
Agency Assist	3
Police Referral	6
Citizen Assist	
Suspicious	9
Juvenile	
Welfare Check	2
Other	6
Fraud	1
Court Order	1

	35
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Total Calls For The Month	129
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Western Public Agencies Group

2018 Scope of Services and Budget

The Western Public Agencies Group (“WPAG”) comprises 19 publicly owned utilities in the state of Washington: Benton REA, Clallam County P.U.D. No. 1, Clark Public Utilities, the City of Ellensburg, Grays Harbor P.U.D. No. 1, Kittitas County P.U.D. No. 1, Lewis County P.U.D. No. 1, Mason County P.U.D. No. 1, Mason County P.U.D. No. 3, Pacific County P.U.D. No. 2, Skamania County P.U.D. No.1, the City of Port Angeles, and members of the Pierce County Cooperative Power Association, which includes Alder Mutual Light Company, the Town of Eatonville, Elmhurst Mutual Power and Light Company, the City of Milton, Ohop Mutual Light Company, Parkland Light and Water Company, and the Town of Steilacoom.

Together the WPAG member utilities serve more than one million customers and purchase more than 6 billion kilowatt-hours from the Bonneville Power Administration (“Bonneville” or “BPA”) each year under both Load Following and Slice/Block Contracts. WPAG member utilities also own or receive output from more than 400 megawatts of non-Bonneville generation and purchase more than 300 megawatts of power from sources other than Bonneville. WPAG members are generally winter-peaking utilities with lower annual load factors.

WPAG members’ similar characteristics have caused them to join together to represent their interests before Bonneville, and in other regional and national forums since 1980. WPAG has intervened as a group in every major Bonneville rate proceeding since enactment of the Pacific Northwest Electric Power Planning and Conservation Act of 1980. WPAG’s interests have also been represented in Congress, before the Northwest Power Planning Council, and in other regional forums.

The scope of services presented here includes areas that various other organizations, of which WPAG members might also be members, cannot advocate for WPAG members due to conflicts of interest within those organizations, lack of staff resources or subject area expertise. WPAG thus fills a need that is unmet by membership in the Public Power Council, the Northwest Public Power Association, the Pacific Northwest Utilities Conference Committee and other similar groups.

Scope of Services

The 2018 scope of services for WPAG is proposed as follows:

■ General WPAG Activities and Meetings

During 2018, EES Consulting and MMPS&M will monitor and comment on regional and federal activities of specific interest to WPAG members not covered adequately by other public power organizations of mutual interest and relevance. Monthly meetings will be held to brief WPAG members on these activities.

■ Regional Activities

BP-20 Pre-Rate Case - BPA will commence a combined transmission and power rate case in November of 2018 that will set rates for the two-year FY 2020-2021 rate period ("BP-20"). BPA will hold a series of pre-rate case workshops through 2018 up to the beginning of the BP-20 rate case. These workshops will help establish the policy and technical underpinnings of BPA's initial BP-20 rate proposal for both power and transmission rates. WPAG will participate actively in the workshop processes leading up to the rate case, and will intervene in the case once it begins. This will be staffed by EES Consulting and MMPS&M.

Financial Reserve Policy -- BPA adopted a new financial reserve policy as part of the BP-18 rate case. Under the new policy, BPA will include \$20 million/year in Power rates until Power's financial reserves equal or exceed 60 days cash on hand. Although BPA adopted the new policy, one area it left open for more workshops in 2018 is how the new policy will interact with BPA's cost recovery adjustment clause ("CRAC") once reserves for Power Services meet the 60 days cash threshold. BPA's current CRAC was developed in conjunction with BPA's long-standing 95 percent treasury payment probability standard that BPA uses when setting rates. That CRAC can trigger for as much as \$300 million in one year when Power Service's reserve levels fall below \$0 to ensure that BPA can meet its payment obligation to the U.S. Treasury. In contrast, the new financial reserve policy was adopted primarily to maintain BPA's credit rating, not to ensure BPA's treasury payment probability. While both objectives are important, this does not necessarily mean that they both require the same CRAC thresholds, particularly in those circumstances where reserve levels are below 60 days cash on hand threshold under the reserve policy but above the amount necessary to meet BPA's 95 percent treasury payment probability standard. Accordingly, WPAG intends to argue that BPA needs a different CRAC mechanism (with a much lower annual CRAC amount) for its financial reserve policy than the one used for treasury payment probability purposes. This will be staffed by both EES Consulting and MMPS&M.

Integrated Program Review (IPR) – The IPR provides BPA’s customers with an opportunity to review and comment on BPA’s expense and capital spending levels prior to their inclusion in the upcoming BP-20 rate case. WPAG will participate in the IPR process to attempt to reduce the costs that are to be included in the initial BP-20 rate case proposal in the first instance. The strategy is to reduce those costs in the IPR, and any associated rate increase, before they are effectively “baked” into BPA’s initial BP-20 rate proposal. This will be staffed by EES Consulting and MMPS&M.

Capital Investment Review – This process provides BPA customers an opportunity to review and comment on BPA’s long-term asset strategies including asset performance objectives, prioritizing risks, developing capital project strategies and forecasting costs and uncertainties. WPAG will also urge BPA to give priority to capital projects that provide service to preference customers and maintain the reliability of the current FBS and transmission system. This will be staffed by EES Consulting and MMPS&M.

BPA’s Strategic Plan – BPA intends to adopt an updated strategic plan in 2018. WPAG will continue to participate and monitor BPA’s development of its plan to ensure that BPA’s focus stays centered on being the region’s low-cost energy provider and to emphasize the urgency with which BPA must bring its unyielding cost structure under control to maintain its competitiveness. This will be staffed by EES Consulting and MMPS&M.

Conservation –BPA is in the process of reviewing its program delivery model for its conservation program. This includes an assessment of the conservation potential in the service territories of BPA’s preference customers and how BPA intends to comply with the conservation targets established under the Northwest Power and Conservation Council’s Seventh Power Plan. We will work with WPAG’s members to establish positions that are fair to all members. We will also work within public power to help build consensus and joint action where possible. This will be staffed by EES Consulting and MMPS&M.

BPA’s Transmission Tariff and Transmission Business Model – For many years BPA’s Open Access Transmission Tariff (OATT) has included a provision that says that the terms and conditions of the tariff cannot be changed without the approval of the Federal Energy Regulatory Commission (FERC). This has created a multitude of problems for BPA over the last several years where BPA has attempted to amend its tariff in order to accommodate one or more of its statutory obligations (e.g., to address oversupply situations), but FERC has rejected the proposed changes because they are inconsistent with FERC’s pro forma OATT. FERC is reluctant to make exceptions for BPA, even when the need is clear and warranted, because it does not want to establish precedent to be used by jurisdictional utilities. Due to this issue, BPA will consider in 2018 whether to develop and adopt a new transmission tariff that does not include the requirement that FERC approve changes to the tariff. Other terms and conditions of this new tariff are also likely to differ from the terms and conditions of BPA’s current OATT.

This work is to be done in conjunction with changes to BPA's overall transmission business model discussed below. WPAG will participate in BPA's process to develop a new tariff and update its transmission business model to ensure that these changes (i) place WPAG's members in at least as good of position to acquire firm transmission to meet their loads when they need it as the status quo and (ii) are fair to all of WPAG's members. We will also work within public power to help build consensus and joint action where possible. This will be staffed by MMPS&M.

Transmission Business Model – BPA's transmission system is becoming more constrained and the era when BPA could address such constraints by simply building more transmission lines has come to a close due to variety of factors including limited access to capital. Meanwhile, advances in technology, new markets and expanding renewable generation has fundamentally changed how BPA's transmission system is used and how it interacts with adjoining transmission systems. Given these demands, BPA has initiated a process to update its transmission business model. WPAG will participate in this process to ensure that any changes made will either maintain or improve the ability of WPAG's members to access transmission capability for load service when they need it. This will include issues such as how transmission capability is ear-marked to serve forecasted load growth, how such capability is made available, and how customers serving load can gain access to transmission without getting in line behind commercial generators. While BPA has made some preliminary decisions that are favorable to power customers, much work remains to be done to assure that BPA will have transmission available when power customers will need it. This will be staffed by MMPS&M.

BPA's Engagement with CAISO – As the Northwest's investor owned utilities (IOUs), and some public utilities, continue to integrate with and join the CAISO, BPA has and will be forced engage with the CAISO to protect its strategic interests and to satisfy its statutory obligations. One such example is how legacy transfer service agreements between BPA and an IOU for preference customer load service will be treated in the event an IOU joins the CAISO. Another example is ensuring that the IOUs use of BPA's transmission system to participate in the CAISO's energy imbalance market does not negatively affect preference customer load service. BPA has also recently indicated that it intends to relook at marketing opportunities for BPA's secondary energy and capacity presented by CAISO's energy imbalance market. WPAG will continue to monitor and work with other preference customer groups to ensure that BPA's engagement with CAISO does not come at the cost of preference customer load service, preference rights, or pocketbooks.

■ NERC

EES Consulting has been monitoring and advising WPAG members on North American Electricity Council (NERC) compliance issues since April of 2007. EES Consulting will continue to monitor compliance issues on behalf of WPAG members in 2018. EES

Consulting will alert WPAG members of issues as they arise. To the extent that detailed analysis and/or representation is required by an individual WPAG member with respect to compliance issues, tasks will be completed and billed on an individual utility basis.

■ **Olympia Legislative Session**

EES Consulting and MMPS&M will monitor the activities of the 2018 legislature on behalf of WPAG's specific interests.

■ **Other Matters**

During the course of each year, matters arise that require WPAG attention to protect the interests of our customers. These matters are undertaken at the direction of the WPAG utilities.

Budget

The budget for the scope of services described above is calculated at the following billing rates for EES Consulting and MMPS&M:

EES Consulting

President	\$190 per hour
Senior Associate/Manager	\$185 per hour
Senior Project Manager	\$175 per hour
Project Manager	\$170 per hour
Senior Analyst or Engineer.....	\$165 per hour
Analyst.....	\$160 per hour
Clerical.....	\$120 per hour

MMPS&M

Principal	\$200 per hour
Associate	\$190 per hour

These billing rates will remain in effect through December 31, 2018.

On the basis of the above billing rates, the 2018 labor budgets of EES Consulting and MMPS&M combined are estimated to be \$250,000. This labor budget will be split equally between EES Consulting and MMPS&M. This total labor budget of \$250,000 is the same as the total labor budget in 2014, 2015, 2016 and 2017.

In addition to labor costs, out-of-pocket expenses will be billed to WPAG members at their cost to EES Consulting and MMPS&M. It is estimated that \$40,000 in total out-of-pocket expenses will be incurred. Out-of-pocket costs will be billed by whichever organization actually incurs the expense. The total estimated annual WPAG budget (including the supplemental funding) for 2018 is estimated at \$290,000. This represents no increase over the total 2014, 2015, 2016 or 2017 annual WPAG budgets.

As always, the allocation of the budget among WPAG members is open to negotiation by the participants. We have attached an inter-utility allocation predicated on the most recent available utility data. After a discussion of the foregoing issue, a final budget by utility will be prepared. An example of the budget's allocation is attached at the end of this narrative.

Project Staffing

The staffing for these projects will be similar to that for past WPAG activities. Gary Saleba will be the principal representative for EES Consulting. Ryan Neale and Terry Mundorf will be the principal representatives for MMPS&M. Additional MMPS&M and EES Consulting staff will assist as needed.

**CONSULTING SERVICES AGREEMENT
EES CONSULTING, INC.**

Billing Address

570 Kirkland Way, Suite 100, Kirkland, Washington 98033
(425) 889-2700

This Consulting Services Agreement (herein Agreement) is made between EES Consulting, Inc., (hereinafter "EES CONSULTING") and City of McCleary (hereinafter "CLIENT").

I. SCOPE, COMPENSATION AND QUALITY OF CONSULTING SERVICES

EES CONSULTING will provide the services and be compensated for these services as described in Exhibit A, attached hereto.

EES CONSULTING shall render its services in accordance with generally accepted professional practices. EES CONSULTING shall, to the best of its knowledge and belief, comply with applicable laws, ordinances, codes, rules, regulations, permits and other published requirements in effect on the date this Agreement is signed.

II. TERMS & CONDITIONS OF CONSULTING SERVICES AGREEMENT

1. **Timing of Work.** EES CONSULTING shall commence work on or about January 1, 2018.
2. **Relationship of Parties, No Third-Party Beneficiaries.** EES CONSULTING is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third-party beneficiaries to this Agreement.
3. **Insurance.**
 - a. **Insurance of EES CONSULTING.** EES CONSULTING will maintain throughout the performance of this Agreement the following types and amounts of insurance:
 - i. Worker's Compensation and Employer's Liability Insurance as required by applicable state or federal law.
 - ii. Comprehensive Vehicle Liability Insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of \$1,000,000.
 - iii. Commercial General Liability Insurance covering claims for personal injury and property damage with combined single limits of \$1,000,000.
 - iv. Professional Liability (Errors and Omissions, on a claims-made basis) Insurance with limits of \$1,000,000.
 - b. **Interpretation.** Notwithstanding any other provision(s) in this Agreement, nothing shall be construed or enforced so as to void, negate or adversely affect any otherwise applicable insurance held by any party to this Agreement.
4. **Mutual Indemnification.** EES CONSULTING agrees to indemnify and hold harmless CLIENT and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including, without limitation, court costs, expenses, and reasonable attorneys' fees) arising out of injury to persons or damage to property (including, without limitation, property of CLIENT, EES CONSULTING, and their respective employees, agents, licensees, and representatives) in any manner caused by the negligent acts or omissions of EES CONSULTING in the performance of its work pursuant to or in connection with this Agreement to the extent of EES CONSULTING's proportionate negligence, if any.

CLIENT agrees to indemnify and hold harmless EES CONSULTING and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including without limitation, court costs, expenses and reasonable attorneys' fees) arising out of injury to person(s) or damage to property (including, without limitation, property of CLIENT, EES CONSULTING, and their respective employees, agents, licensees and representatives) in any manner caused by the negligent acts or omissions of CLIENT or other(s) with whom CLIENT contracts ("CLIENT's agents") to perform work pursuant to or in connection with this Agreement, to the extent of CLIENT's or CLIENT's agents proportionate negligence, if any.
5. **Resolution of Disputes, Attorneys' Fees.** The law of the State of Washington shall govern the interpretation of and the resolution of disputes under this Agreement. If any claim, at law or otherwise, is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.
6. **Termination of Agreement.** Either EES CONSULTING or CLIENT may terminate this Agreement upon thirty (30) days written notice to the other sent to the addresses listed herein.

In the event CLIENT terminates this agreement, CLIENT specifically agrees to pay EES CONSULTING for all services rendered through the termination date.

EES CONSULTING, INC.

CITY OF MCCLEARY

By: Gary Saleba

By:

Title: President

Title:

Date: December 20, 2017

Date:

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made between BENTON RURAL ELECTRIC ASSOCIATION, WASHINGTON; CITY OF PORT ANGELES, WASHINGTON; CITY OF ELLENSBURG, WASHINGTON; CITY OF MILTON, WASHINGTON; TOWN OF EATONVILLE, WASHINGTON; TOWN OF STEILACOOM, WASHINGTON; ALDER MUTUAL LIGHT COMPANY, ELMHURST MUTUAL POWER AND LIGHT COMPANY, WASHINGTON; OHOP MUTUAL LIGHT COMPANY, WASHINGTON; PARKLAND LIGHT AND WATER COMPANY, WASHINGTON; CITY OF MCCLEARY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 1 OF GRAYS HARBOR COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT OF KITTITAS COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 1 OF MASON COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY, WASHINGTON; PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY, WASHINGTON, AND PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY, WASHINGTON; (Public Utilities); and MARSH MUNDORF PRATT SULLIVAN & McKENZIE (Attorney) for the provision of legal services and the payment of compensation as specified herein.

WHEREAS, the Public Utilities presently purchase electric power and transmission from the Bonneville Power Administration (BPA) pursuant to wholesale rate schedules determined by BPA after public hearing pursuant to Section 7 of the Pacific Northwest Electric Power Planning and Conservation Act (Act);

WHEREAS, BPA is considering adoption of various policies, rate forms and long-term contracts which would have a major impact on the wholesale rates of the Public Utilities, and

WHEREAS, BPA is preparing to conduct hearings and public processes to decide issues which will affect Bonneville's wholesale rate schedules and Power Sales Contracts for the Public Utilities; and

WHEREAS, the Public Utilities wish to actively participate in these hearings and processes to protect the interests of their ratepayers, and

WHEREAS, the Public Utilities may wish to diversify their power supply sources,

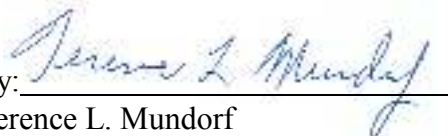
It is Therefore Agreed That:

1. The Attorney shall advise, assist and appear on behalf of the Public Utilities in hearings and public processes relating to issues set forth Exhibit A referenced herein attached and as directed by the Public Utilities.

2. Public Utilities shall compensate the Attorney for these services at an average hourly rate not to exceed \$200.00. Out-of-pocket expenses, such as telephone, telecopy, copying and postage, and reasonable and necessary travel expenses shall be in addition to the hourly rate. The Attorney shall send each of the Public Utilities an itemized statement for legal services rendered and out-of-pocket expenses on a monthly basis.
3. The Attorney fees and out-of-pocket expenses incurred hereunder shall be divided among the Public Utilities according to the formulas attached in Exhibit A.
4. The activities encompassed by this Agreement are set forth in Exhibit A attached hereto. No other activities shall be undertaken without prior authorization of the Public Utilities. It is understood that the length and amount of work necessary in these proceedings is unique and the cost may exceed these estimates.
5. Files of the Attorney relating directly to the foregoing legal services shall be available for examination by the authorized representative of the Public Utilities or their attorneys and shall, upon reasonable request, be turned over the Public Utilities if the Attorney ceases to act as attorney for the Public Utilities.
6. Because the attorney-client relationship is dependent upon mutual trust and full confidence, an individual Public Utility, the Public Utilities collectively, or the Attorney may terminate this Agreement at any time upon written notice.

MARSH MUNDORF PRATT SULLIVAN
& McKENZIE, PSC

Date: December 20, 2017

By: 
Terence L. Mundorf

CITY OF MCCLEARY

Date: _____

By: _____
Its: _____

Western Public Agencies Group
Draft Budget for 2018
EES Consulting and Marsh Mundorf Pratt Sullivan & McKenzie
Source: 2017-2018 Northwest Electric Utility Directory (NWPPA), Utility Supplied

February 6, 2018

Total Budget	
Labor	\$ 250,000
Expenses	\$ 40,000
Total Allocation	\$ 290,000

	Customers ¹		Energy Sales ¹		Net Investment ²		Average of Customers, Energy Sales and Investment		Budget Allocation with Cap
							Without Cap	18.0% Cap	
	<i>number</i>	<i>percent of total</i>	<i>kilowatt-hours</i>	<i>percent of total</i>	<i>dollars</i>	<i>percent of total</i>	<i>percent of total</i>	<i>percent of total</i>	<i>dollars</i>
Individual Utilities									
Benton Electric REA	10,452	2.5%	601,830,290	6.2%	\$ 79,150,033	6.5%	5.03%	6.87%	\$ 19,923
Clallam County PUD	31,111	7.3%	592,002,310	6.1%	\$ 106,596,449	8.7%	7.36%	10.09%	\$ 29,261
Clark Public Utilities	197,151	46.3%	4,329,000,000	44.5%	\$ 365,423,000	29.8%	40.19%	18.00%	\$ 52,200
City of Ellensburg	9,535	2.2%	199,056,403	2.0%	\$ 13,948,296	1.1%	1.81%	2.51%	\$ 7,279
Grays Harbor PUD	41,465	9.7%	896,926,798	9.2%	\$ 227,708,923	18.6%	12.51%	17.03%	\$ 49,387
Kittitas County PUD	3,268	0.8%	92,875,963	1.0%	\$ 26,061,347	2.1%	1.28%	1.74%	\$ 5,046
Lewis County PUD No. 1	30,000	7.0%	902,442,471	9.3%	\$ 117,446,859	9.6%	8.63%	11.85%	\$ 34,365
Mason County PUD No. 1	5,156	1.2%	70,148,703	0.7%	\$ 13,709,373	1.1%	1.02%	1.40%	\$ 4,060
Mason County PUD No. 3	33,345	7.8%	598,188,888	6.1%	\$ 138,381,617	11.3%	8.42%	11.51%	\$ 33,379
City of McCleary	1,050	0.25%	17,332,855	0.2%	\$ 1,362,962	0.1%	0.18%	0.25%	\$ 725
Pacific County PUD No. 2	17,257	4.0%	283,478,892	2.9%	\$ 46,797,821	3.8%	3.59%	4.94%	\$ 14,326
City of Port Angeles	8,721	2.0%	464,002,511	4.8%	\$ 29,633,540	2.4%	3.08%	4.25%	\$ 12,325
Skamania County PUD No. 1	5,900	1.4%	122,925,352	1.3%	\$ 18,022,682	1.5%	1.37%	1.88%	\$ 5,452
Pierce County Cooperative Power Association									
Alder Mutual Light Company	303	0.1%	4,729,579	0.0%	\$ 409,409	0.0%	0.05%	0.07%	\$ 203
Town of Eatonville	1,204	0.3%	25,650,208	0.3%	\$ 1,150,000	0.1%	0.21%	0.29%	\$ 841
Elmhurst Mutual Power and Light Company	14,839	3.5%	254,036,140	2.6%	\$ 16,683,969	1.4%	2.48%	3.46%	\$ 10,034
City of Milton	3,498	0.8%	53,209,058	0.5%	\$ 2,378,975	0.2%	0.52%	0.73%	\$ 2,117
Ohop Mutual Light Company	4,317	1.0%	77,024,492	0.8%	\$ 8,969,611	0.7%	0.85%	1.17%	\$ 3,393
Parkland Light and Water Company	4,628	1.1%	107,902,485	1.1%	\$ 9,314,248	0.8%	0.98%	1.36%	\$ 3,944
Town of Steilacoom	2,941	0.7%	34,914,000	0.4%	\$ 2,937,364	0.2%	0.43%	0.60%	\$ 1,740
Subtotal Pierce County Cooperative Power Association	31,730	7.4%	557,465,962	5.7%	41,843,576	3.4%	5.5%	7.68%	\$ 22,272
Total	426,141	100.0%	9,727,677,398	100.0%	1,226,086,478	100.0%	99.99%	100.00%	\$ 290,000

Note: Allocation percentages assume full participation by all member utilities.

1 Customers and energy sales values reported for 2016 from 2017-18 NWPPA Directory.

2 Investment values as reported for most recent year available from annual reports.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into by and between the City of McCleary, hereinafter "McCleary", the address for purposes of this agreement is 100 South 3rd Street, McCleary, Washington 98557, and JD Tech Solutions, LLC, a Washington Limited Liability Company, which has been issued UBI #604-149-97, hereinafter "JD", the address of which for purposes of this Agreement is 513 Bear Street E., McCleary, Washington 98557.

RECITALS

1. In the course of its operations as a municipality, McCleary utilizes a information system composed of various elements, including but not limited to servers, desktops, software, printers, and internet connections.

2. McCleary has issued a request for proposals in relation to maintain that system to which JD has responded. A copy is attached hereto an Exhibit #1.

3. JD has responded to the request with a proposal to provide those services.

4. McCleary has determined it appropriate to accept JD's proposal and thus the Parties desire to memorialized the terms of their agreement in a written form.

NOW, THEREFORE, McCleary and JD hereby agree as follows:

I. JD's Representations:

A. It warrants that it has the resources to provide the necessary Technical Support and Maintenance of McCleary's information system.

B. It is willing and able to provide the services set forth in this Agreement and the attachments thereto for McCleary in accordance with recognized industry standards and the terms set forth in this Agreement.

II. JD's Contractual Duties and Responsibilities: JD shall provide to McCleary the following services and deliverables:

A. System Covered: This contract is for the maintenance of McCleary's LAN consisting of a McCleary/Server relationship network of up to two servers, two virtual servers, 32 workstations, firewall appliance(s), network switch(es) and other standard network devices: Provided that expansion of more than the totals listed above may require renegotiation of the figures set forth on Attachment #2.

B. JD's Services to be Provided:

1. Maintenance and support of the established computers, network equipment, software and licensing.

2. JD's responsibilities under this Agreement include the following:

i. The end-to-end network resource and connectivity of the LAN.

ii. Computer and network maintenance repair, joining and removal of computers to and from the network as well as relocation of any network connected system, device, or appliance.

iii. Data management including e-mail, network security and local backups.

iv. Ensuring users can log into and use their applications and access resources.

v. Troubleshooting computer and network problems.

3. New computer hardware, computer peripherals, upgrades, network devices or appliances, and all software must be reviewed for compatibility by JD as part of the purchasing process.

4. All purchase transactions for items related to the network infrastructure made by JD shall be at the expense of McCleary and but are subject to prior approval by McCleary's Mayor or his designee.

5. Term & Scope of Basic Support Contract.

a. Is from effective date, identified on page nine, of signed Agreement. The base amount is \$1,655.82 monthly, subject to adjustment, billing and payment pursuant to the provisions set forth in Section III of this Agreement.

b. JD will be considered as the IT/IS Department for McCleary.

c. JD Employees will report directly to McCleary's assigned Point of Contact when onsite.

d. Details of Services Protocols:

i. A web-based trouble ticketing system will be established for 24 hour access. That address is support@jdttechs.net.

ii. Support Numbers to call in order to report problems:

a) 844-422 5383

b) Dedicated after hours cellular phone. 360.593-3569

iii. The person reporting a problem (even if it is called in) should enter a trouble ticket for documentation, tracking, reporting, and SLA requirements. If the Internet is not accessible then the JD Support Technician will create the ticket during the call from the user.

iv. The provision of onsite service shall be dealt with as follows:

a) All support is included in the base price so long as provided during regular business hours.

v. Any service schedule subsequently agreed to by the Parties may be adjusted to accommodate both JD and McCleary's observed Holidays without change to contracted sum.

vi. In addition to scheduled maintenance, additional calls for service by the City are included within the monthly retainer if provided during normal business hours for all levels of service, as defined in sub-paragraph e below.

e. Types of trouble tickets:

i. Emergency - Network wide or network segment outage of the LAN. (Submit online if possible and call support numbers.)

ii. Critical - A user is experiencing a computer or network problem that prevents him/her from doing his/her job. (Submit online and follow up with a phone call.)

iii. Non-Critical - User is experiencing an annoyance or problem of the computer, an application, or network that does not prevent the user from doing his/her job. Examples: Warning or pop-up message, failed print job, undeliverable e-mail. (Submit online only.)

iv. Maintenance - User reports something that he/she feels should be brought to IT Department's attention that may or may not be affecting the user. (Submit online only.) Maintenance Trouble Tickets will be added to list for scheduled days, first in first out (FiFo) order of completion.

f. Feature Request Ticket - User has a computer technology service or feature to request that would improve job performance. (Submit online only.) All feature requests will be reviewed by the IT Department Staff starting with the Network Administrator. The Administrator will clarify the request with the user who submitted it if needed. The request will then be presented to the Managing Member of JD who will present all feature requests to McCleary's point of contact for review and approval. Some feature request may be considered as billable projects.

JD reserves the right to reclassify submitted trouble tickets to best match the stated problem with the correct ticket type by definitions in above.

a. SLA (Service Level Agreement) Response Times:

i. Weekday work hours 0830 to 1700.

a) Up to ___ hours response time for emergency trouble tickets.

b) Up to ___ hours response time for critical trouble tickets.

c) Up to 24 hours response time for non-critical trouble tickets.

ii. Off-hour week days (1701 to 0829), weekends (1701 Friday until 0829 Monday), and McCleary's observed holidays.

a) Up to 4 hour response time for emergency and critical trouble tickets.

b) Up to next business day for non-critical trouble tickets.

iii. McCleary's observed major holidays that will be billed at the Holiday rate are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day.

iv. McCleary's observed minor holidays that will be billed at the weekend rate are Martin Luther King Day, Presidents Day, and Veterans Day.

SLA target is 98% successful response of all trouble tickets each month within the time allowed.

a. Response:

Is the moment at which the JD employee starts the troubleshooting of the problem described in the trouble ticket or phone call reported trouble ticket.

I) This is to include troubleshooting during a phone call reported ticket, remote access, and even working with a third party vendor who is related to the problem such as Microsoft.

ii) In the event McCleary requires and approves in writing (methods: email, print, SMS Texting, or within a Trouble Ticket) additional support outside of the regular business hours, JD will respond and will charge according to the fee schedule set forth upon Attachment #1.

b. Special expenses, such as travel, equipment, and other expenses not defined shall be subject to pre-approval by McCleary.

i. Mileage will be calculated by using the current IRS rate.

ii. Mileage will not be incurred for travel between JD and McCleary.

6. Additional Services upon future negotiation. JD will provide the scope of work defined herein for the monthly price set forth upon Exhibit #2. As stated within this agreement, if JD feels that the service required exceeds that set forth in its scope of services attachment or there are additional service requirements due to change in system or otherwise, any charge shall subject to agreement by the Parties.

7. Modification of Labor Rates. As a labor-based service provider, it may periodically be necessary for JD to request modification of its pricing schedules, to ensure its ability to recruit and retain the best qualified staff and employees to provide the services under this Agreement. Therefore, JD shall be permitted to request modification of its charges, whether fixed or hourly, for services provided under the terms of this Agreement sixty (60) days written notice to McCleary prior to the renewal Anniversary Date of this Agreement. Any modifications agreed upon by the Parties shall become effective on the Anniversary Date and shall modify the Monthly Contract Cost accordingly: PROVIDED THAT, if the Parties do not reach agreement, JD shall have the right to give McCleary notice to terminate this Agreement which shall be effective no earlier than ninety (90) days after giving of the notice to McCleary.

III: Compensation and Method of Payment.

A. Compensation: As indicated, the monthly amount of \$1,655.82 (the retainer) to be paid to JD by McCleary is as set out in Exhibit #2, a document of three pages consisting of one page setting out the allocation and two pages providing an allocation. As to any service not included in the retainer, the following provisions shall apply: PROVIDED THAT, the monthly amount includes any service calls made after business hours for up to seven computers utilized by the Police Department:

1. Uncontracted support and projects within normal business hours: \$85.00 per hour.

2. After hours support: \$125.00.

3. Workstation installation and migration: \$100.00 fee per workstation.

B. Payment Schedule: During the term of this Agreement, upon receipt of a monthly bill for the services rendered, McCleary agrees to pay JD each calendar month for the previous month services so long as JD's bill has been submitted to the Office of the Clerk-treasurer by the 25th of each month. Any refund shall be due and payable within 30 days.

IV. Independent Contractor. McCleary and JD agree that JD is an Independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee, agency or joint venture between the parties. No employee of JD shall be entitled to any benefits accorded

McCleary's employees by virtue of the services provided under this Agreement. JD shall be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, and otherwise assuming the duties of an employer with respect to any JD employee. McCleary reserves the right to request in writing the restriction of an JD employee from participating in work related to the terms of this contract or on McCleary's network infrastructure. If such a request is made, McCleary's Mayor and JD's Managing Member will meet to discuss issues which are responsible for the request and to resolve request. Resolution may include full or partial restriction from McCleary.

V: Compliance with Laws. The parties shall comply with all applicable Washington State and Federal laws and regulations regarding maintenance and disclosure of documents, employment records and other information. All parties shall be in compliance with the HIPAA Privacy Rule and the HIPAA Electronic Transactions and Code Set standards, PII (Personally Identifiable Information), CPNI (Customer Proprietary Network Information) and SOX (The Sarbanes-Oxley Act) where applicable to McCleary's nature of business.

VI: Indemnification. Each party shall indemnify, defend, save and hold the other, including its officers, directors, employees, agents, successors and assigns, harmless from and against all claims, demands, actions, proceedings, liability, damages, losses, fines, costs (including court costs and costs of appeal) and expenses (including reasonable attorneys' fees), which may be recovered by or paid to any third party and which arise out of or result from any negligent act or omission of the indemnifying party, and any of its employees and/or agents, in connection with the performance of its duties or obligations under this agreement, except for injuries and damages caused by the sole negligence of McCleary. This indemnification shall only apply to matters which are not otherwise covered by any other insurance maintained and shall specifically exclude any claim for lost profits and exemplary, punitive, special, incidental or consequential damages suffered or incurred under any theory of recovery.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115 then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of JD and McCleary, it's officers, officials, employees, and volunteers, JD's liability hereunder shall be only

to the extent of JD's negligence. The provisions of this section shall survive the expiration or termination of this agreement.

VII: Entire Agreement. This agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind either party. Either party may request changes to the agreement. Proposed changes, which are mutually agreed upon and signed by each party's authorized signatory, shall be incorporated by written amendments to this agreement.

VIII: Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns. JD may not assign or transfer, whether by merger, operation of law, or otherwise, any of its rights or delegate any of its obligations hereunder without the prior written consent of McCleary, which may be withheld at McCleary's sole discretion.

IX. Applicable Law; Venue; Attorneys' Fees. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this agreement, the parties specifically understand and agree that venue shall be exclusively in Grays Harbor County, Washington. If any Party files any action or brings any proceeding against any other Party arising out of, or to enforce, any terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.

X. Dispute Resolution:

A. The parties agree, in the event of a dispute arising out of this Agreement, to submit the dispute to non-binding mediation and binding arbitration through the utilization of the services of the Washington Mediation Service: PROVIDED that no party objects to arbitration within thirty (30) days after a demand for arbitration is filed with WAMS. If either party objects to resolution through arbitration, then either party may commence litigation in the venue set forth in subsection C.

B. As to any dispute subject to resolution under this section, whether the resolution be through an arbitration process or a judicial process, either party may bring into the proceeding such other entities as will be necessary to achieve a full resolution of all issues raised in the dispute. Such additional parties may include, but are not limited to, those parties who

could be added to litigation pursuant to the Civil Rules promulgated for the Superior Courts of the State of Washington.

C. Any judicial proceedings shall be brought in the Superior Court of the State of Washington, in and for the County of Grays Harbor. The laws of the State of Washington shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

D. In addition to any other relief which may be granted to the prevailing party in arbitration or litigation, the Arbitrator or Court, as may be the case, may award the prevailing party reasonable attorneys' fees and costs, including expert witness fees.

XI: Confidentiality.

A. For purposes of this agreement, "Confidential Information" shall mean any data or information disclosed by McCleary to JD in connection with this agreement that is not generally known to the public, and is clearly identified as confidential or, by its nature, should reasonably be considered confidential, including, but not limited to: (a) the terms and conditions of this agreement (excluding the existence of this agreement); (b) information about product plans, marketing strategies, finance, operations, customer relationships, customer profiles, customer lists, sales estimates or financial performance of McCleary; [c] any technology, computer software or computer database (including the software, embedded software, documentation or any portion thereof), including the source code or object code thereof, and any specifications, data, reports, formulae, methods, processes, program functionality, know how, designs, algorithms, schematics, data models, data formats, field or record layouts, or improvements related thereto; and (d) any individually identifiable medical or financial information.

Confidential Information shall not include information that is or becomes a part of the public domain through no fault of the receiving party; was lawfully received by the receiving party from a third party free of any obligation of confidence; was already in the lawful possession of the receiving party prior to receipt from the disclosing party; or the receiving party can show by a preponderance of documentary evidence was subsequently and independently developed by its employees, consultants or agents without reference to the confidential information of the disclosing party.

B. JD acknowledges that the confidential information of McCleary is proprietary and confidential and may contain valuable trade secrets. JD shall hold the confidential information of the other in confidence and protect the same with at least the same degree of care with which it protects its own most sensitive confidential information, but in any event no less than reasonable care. JD shall use the confidential information of McCleary solely in connection with the exercise of its rights, and the performance of its obligations, under this agreement and shall restrict disclosure of and access to the confidential information of McCleary to its employees who require access to such confidential information in connection with this agreement.

C. JD shall require its employees to comply with the obligations of confidentiality set forth herein and shall be liable for any employee's failure to so comply. If JD is required by judicial, administrative, Washington's public disclosure law or other governmental law, rule or order to disclose any confidential information of McCleary's, it shall notify McCleary prior to making any such legally required disclosure in a timely manner and provide reasonable cooperation in order to allow McCleary to seek a protective order or other appropriate remedy. Provided such notification is given, JD is hereby authorized to comply with such judicial, administrative, Washington's public disclosure law or governmental law, rule or order.

D. Ownership: All confidential information shall remain the property of McCleary. Nothing in this agreement is intended to grant any rights in or to the confidential information except as expressly set forth herein. All confidential information shall be returned to McCleary upon written request or termination of this agreement.

E. Equitable Relief: In the event of JD's breach of this section it is recognized that McCleary may not have an adequate remedy solely in money damages and any such breach will cause McCleary irreparable harm. In the event of such breach, McCleary shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including an injunction or specific performance.

XII: Severability: If any provision of this agreement is held by a court of competent jurisdiction to be void or unenforceable, the other provisions shall remain in full force and effect.

XII: Force Majeure: Neither party shall be liable for failure or delay in performance of any obligation under this

agreement if such failure or delay is caused by circumstances beyond the control of the party concerned, including without limitations, failures from resulting fires, loss of electricity, loss of backup power, accidents, labor stoppages, war, inability to secure materials or labor, government acts or acts of God.

XIV: Term and Termination:

A. Term of Agreement: The initial term of this agreement shall be for a period commencing on ____ day of February, 2018 and expiring on February 28, 2019. Upon expiration of the initial term, this agreement shall automatically renew as of March 1st of same calendar year for the following twelve month period, and each twelve month period thereafter, until terminated in accordance with this agreement.

B. Termination:

1. General Provision: Whether termination be pursuant to sub-paragraph 2, 3 or 4, both parties may agree to establish an effective date to terminate this agreement for the purpose of completing incomplete projects or tasks.

2. Termination without Cause: Either party may elect to discontinue the automatic renewal of this agreement by providing written notice of the election to utilize that option to the other party no later than December 31st of the contract year.

3. Termination for Cause: Either party may suspend or terminate this agreement without penalty if the other party is in material breach or default of any obligation hereunder and such breach or default is not cured within sixty (60) days of written notice from the other party. Additionally, either party may suspend or terminate this agreement without penalty in the event of the other party's

a. Ceasing to do business in the normal course,

b. Becoming or being declared insolvent or bankrupt,

c. Being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) days, or

d. Making an assignment for the benefit of its creditors.

4. Termination for not meeting SLA response time on emergency and critical issues falling within the classifications

of high in both the impact and severity classifications of JD's Service Level Agreement, attached hereto as Exhibit #3 and incorporated by this reference. This Contract may be terminated by McCleary if JD exceeds the referenced SLA response time by three times, provided that McCleary has followed the written instructions provided by JD in relation to such contacts. Once initial SLA has expired a second phone attempt should be made by McCleary by calling such telephone number as may be provided by JD.

XV: Notices. All notices permitted or required under this agreement shall be in writing and shall be delivered in person or mailed by first class, registered, or certified mail, postage prepaid, to the address of the party specified in this agreement, or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt, if personally served or five business days after deposited in the United States mail, properly addressed and postage prepaid.

1. Notices shall be made to the Party's address given below

If to JD, to: JD Tech Solutions, LLC Attn: _____ 513 Bear E. Street McCleary, WA 98557	If to City of McCleary, to: City of McCleary Attn: Todd Baun 100 S. 3rd Street McCleary, WA 98557
--	---

Each Party named above may change its address and that of its representative for notice by the giving of written notice thereof in the manner provided.

XVI: Authority to Execute. Each individual executing this Agreement warrants and represents that they have the authority to do so upon behalf of party for whom they sign.

XVII: INTERPRETATION: Each party has had the opportunity to have this Agreement reviewed by counsel of their choice. In recognition of that opportunity, the doctrine of interpretation against the drafter shall not apply.

IN WITNESS WHEREOF, each of the undersigned has caused this agreement to be duly executed within their scope of authority.

Executed this ____ day of February, 2018.

City of McCleary:

Brent Schiller, Mayor

Attest:

Wendy Collins, Clerk-treasurer

Executed this ____ day of February, 2018.

JD Tech Solutions, LLC.

Jesse Murphy, Managing Member



Agency City of McCleary		Supplement Number 2
Federal Aid Project Number STP(R) Z141(004)	Agreement Number LA 8092	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on June 4, 2013

All provisions in the basic agreement remain in effect except as modified by this supplement.

The change to the agreement are as follows:

Project Description

Name South 3rd Street Upper

Length 0.26

Termini Mox Chehalis Road to East Oak Street

Description of Work ☒ No Change

Intersection improvements, resurface and repair, new curb and gutter, storm, sidewalks and shared bike lane.

Reason for Supplement

Add Construction Phase

Are you claiming indirect cost rate? ☐ Yes ☒ No

Project Agreement End Date 12/31/2020

Does this change require additional Right of Way or Easements? ☒ Yes ☐ No Advertisement Date: March 12, 2018

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE						
86.5	% a. Agency	273,988.00		273,988.00	36,988.00	237,000.00
	b. Other Elig. Non-Fed Funded	26,240.00		26,240.00	26,240.00	
Federal Aid	c. Other non-participating	31,592.00		31,592.00	31,592.00	
Participation	d. State	5,000.00		5,000.00	5,000.00	
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	336,820.00	0.00	336,820.00	99,820.00	237,000.00
Right of Way						
86.5	% f. Agency	63,650.00		63,650.00	8,593.00	55,057.00
	g. Other Consultant, not in PFE	48,684.00		48,684.00	6,572.00	42,112.00
Federal Aid	h. Other			0.00		
Participation	i. State	5,000.00		5,000.00	675.00	4,325.00
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	117,334.00	0.00	117,334.00	15,840.00	101,494.00
Construction						
86.5	% k. Contract		1,570,570.00	1,570,570.00	212,027.00	1,358,543.00
	l. Other H2Oline const/non-elig		213,936.00	213,936.00	213,936.00	0.00
Federal Aid	m. Other Consultant - elig local		266,140.00	266,140.00	266,140.00	0
Participation	n. Other Consultant - elig Fed		75,861.00	75,861.00	10,241.00	65,620.00
Ratio for CN	o. Agency			0.00		0.00
	p. State		20,000.00	20,000.00	20,000.00	0.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	2,146,507.00	2,146,507.00	722,344.00	1,424,163.00
	r. Total Project Cost Estimate (e+j+q)	454,154.00	2,146,507.00	2,600,661.00	838,004.00	1,762,657.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By

By

Title

Director, Local Program

Date Executed

Agency City of McCleary		Supplement Number 2
Federal Aid Project Number STP(R) Z141(004)	Agreement Number LA 8092	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	
Federal Aid Project Number				DUNS Number	
Local Agency Project Number		(WSDOT Use Only)		Federal Employer Tax ID Number	

Agency		CA Agency Yes No	Federal Program Title 20.205 Other		
Project Title			Start Latitude N		Start Longitude W
			End Latitude N		End Longitude W
Project Termini From-To			Nearest City Name		Project Zip Code (+4)
Begin Mile Post	End Mile Post	Length of Project		Award Type Local Local Forces State Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
WSDOT Region	Legislative District(s)		Congressional District(s)		Urban Area Number

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.					
Total					

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width	Number of Lanes

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary)

Local Agency Contact Person		Title		Phone	
Mailing Address			City	State	Zip Code
Project Prospectus	By _____ Approving Authority				
	Title				Date

Agency	Project Title	Date
--------	---------------	------

Type of Proposed Work				
Project Type (Check all that Apply)			Roadway Width	Number of Lanes
New Construction	Path / Trail	3-R		
Reconstruction	Pedestrian / Facilities	2-R		
Railroad	Parking	Other		
Bridge				

Geometric Design Data						
Description	Through Route			Crossroad		
Federal Functional Classification		Principal Arterial			Principal Arterial	
		Minor Arterial			Minor Arterial	
	Urban	Collector		Urban	Collector	
	Rural	Major Collector		Rural	Major Collector	
	NHS	Minor Collector		NHS	Minor Collector	
		Local Access			Local Access	
Terrain	Flat	Roll	Mountain	Flat	Roll	Mountain
Posted Speed						
Design Speed						
Existing ADT						
Design Year ADT						
Design Year						
Design Hourly Volume (DHV)						

Performance of Work		
Preliminary Engineering Will Be Performed By	Others %	Agency %
Construction Will Be Performed By	Contract %	Agency %

Environmental Classification	
Class I - Environmental Impact Statement (EIS) Project Involves NEPA/SEPA Section 404 Interagency Agreement Class III - Environmental Assessment (EA) Project Involves NEPA/SEPA Section 404 Interagency Agreements	Class II - Categorically Excluded (CE) Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency	Project Title	Date
--------	---------------	------

Right of Way

No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	Right of Way Needed	
	No Relocation	Relocation Required

Utilities

No utility work required All utility work will be completed prior to the start of the construction contract All utility work will be completed in coordination with the construction contract

Railroad

No railroad work required All railroad work will be completed prior to the start of the construction contract All the railroad work will be completed in coordination with the construction contract
--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

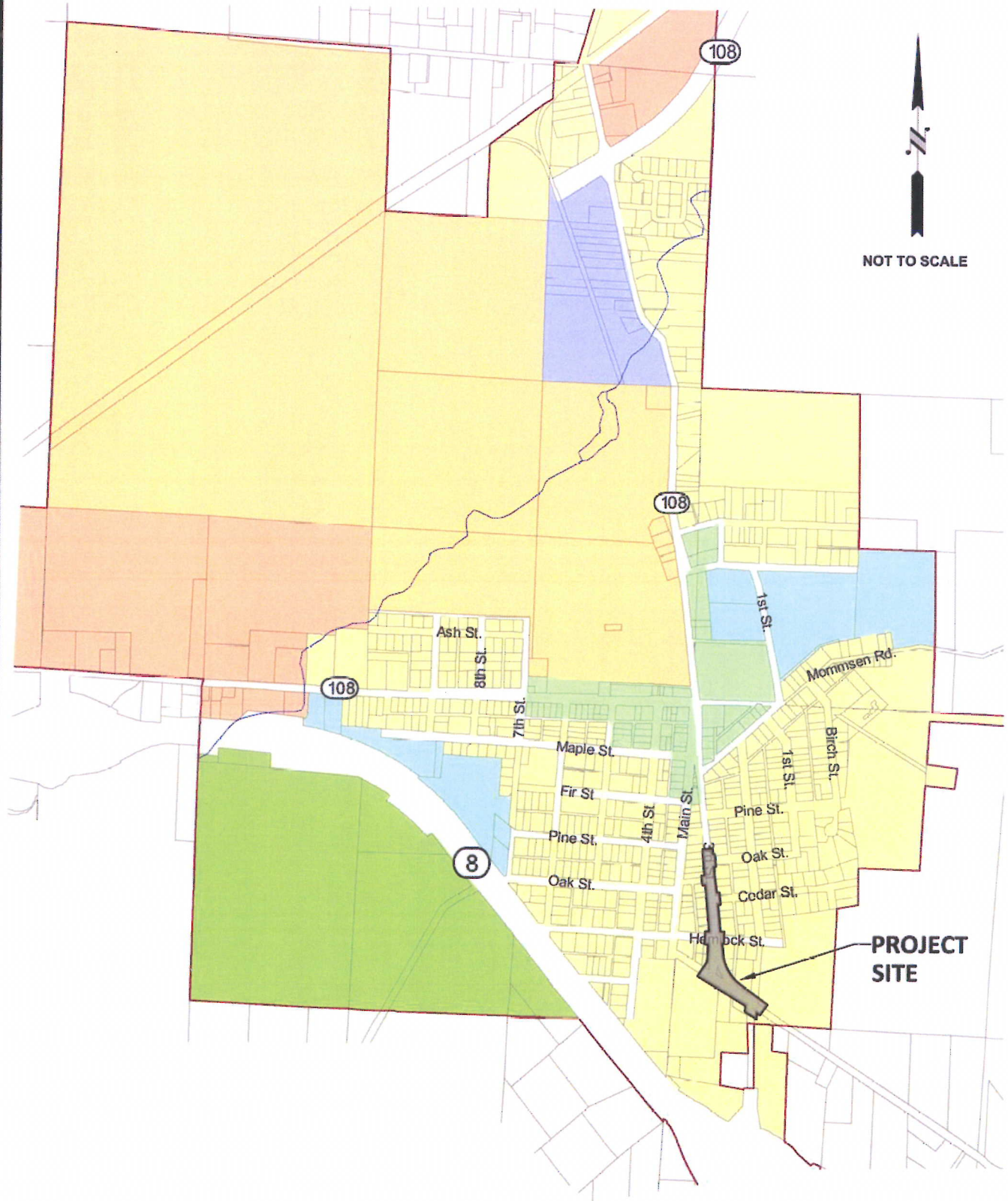
This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency

By

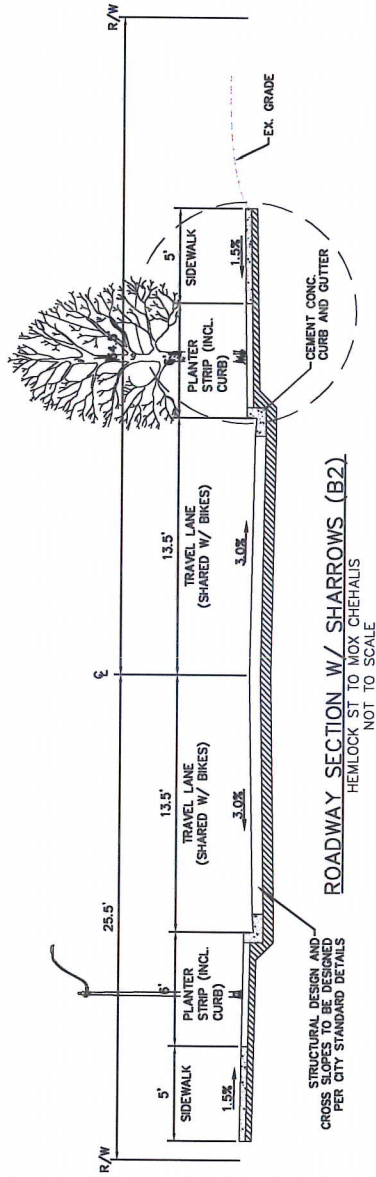
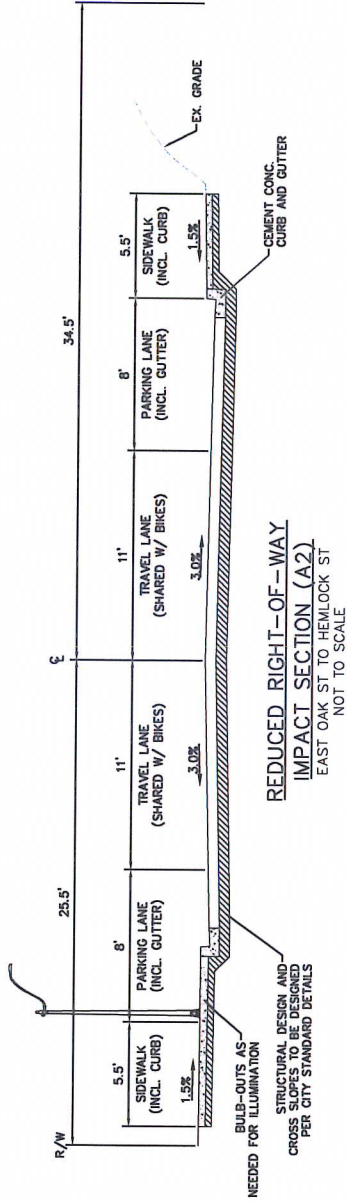
Date

Mayor/Chairperson



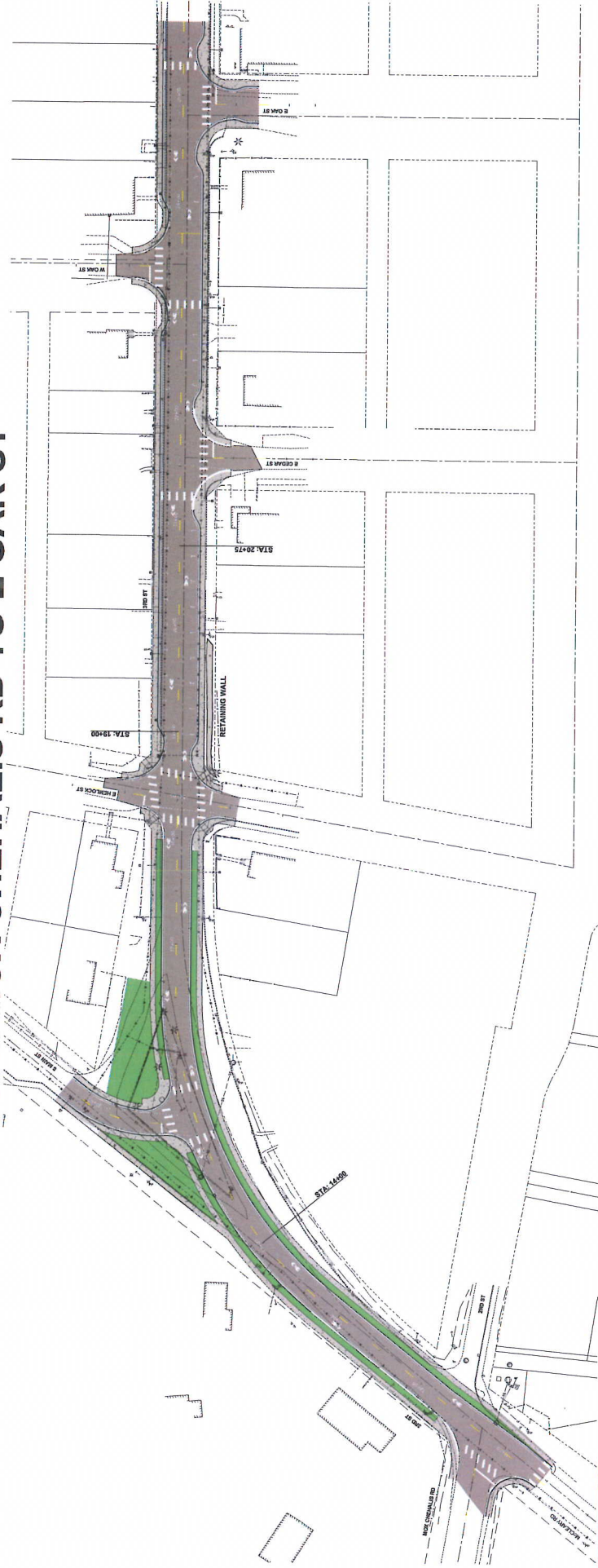
**3RD STREET
IMPROVEMENTS PROJECT**
McCleary WA

**EXHIBIT 1
McCLEARY VICINITY MAP**



<div>DESIGNED BY: T. HORTON ENTERED BY: J. BECKER CHECKED BY: PROJ. ENGR.: J. BRUHN</div>				<div>DATE 8/14/14 8/14/14 8/14/14</div>		<div>NO.</div>		<div>DATE</div>		<div>REVISIONS</div>	

3RD ST IMPROVEMENTS FROM MOX CHEHALIS RD TO E OAK ST



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 17.32.070, ADDING NEW SECTIONS TO CHAPTER 17.32 MMC, REPEALING SECTIONS 15.16.010 THROUGH 15.16.090 AND SECTIONS 15.20.010 THROUGH 15.20.190 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 its current regulations in relation to the placement of manufactured homes 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 Section VI.

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.

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; and

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 or hereafter amended or succeeded,

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

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 use in R-3 only.

SECTION VI: Section 17.32.070 MMC & Section 1 (Part) of Ordinance 709 are amended to read as follows:

Manufactured Home Park Design Requirements.

A. Manufactured home parks in ((the R-3) any zoning district in which they are allowed, whether as a conditional use or otherwise, shall meet the following requirements:

1. They are no less than one acre in size;
2. Each manufactured home space shall contain a minimum of two thousand five hundred square feet per unit;
3. Only one manufactured home is allowed per space;
4. Unless a firewall is provided, no manufactured home or accessory building or structure shall be closer than ten feet from any other manufactured home;

5. The installation of all manufactured homes comply with Title 15 of this code;

6. Each space shall have a permanent connection to public sewer, water, and electrical utilities: PROVIDED THAT, all electrical utilities shall be underground;

7. The overall park design conforms to Chapter 15.24 of this code; and

8. The park has an approved binding site plan obtained as part of the conditional use permit.

~~B. Uses: ((No)) manufactured home park shall accept recreational vehicles for either temporary or permanent residency.))~~

1. Permitted Uses.

A. Placement of Manufactured homes or mobile homes, on a condominium (individually owned lot) basis or on leased lots: PROVIDED THAT, as to any manufactured home park established after the effective date of this ordinance, all units shall meet the criteria of a "manufactured home: designated" at a minimum .

B. Recreational vehicles may be allowed in parks so long as the following requirements are met:

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

(2) The utility hookups in manufactured/mobile home communities meets 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.

2. 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.

C. Setbacks: All manufactured homes, and extensions thereof, accessory structures and other buildings must be set back as follows:

1. Twenty feet from the boundary of the park.

2. Twenty feet from a public street.

3. Ten feet from an interior private street, walking or parking area; and

4. Ten feet from any other manufactured home.

D. Open Space:

1. At least _____ percent of the gross site area must be in open space or recreational areas available for use by all residents.

2. Parking, driving and setback areas and open areas less than _____ thousand square feet do not count as required open space.

E. Density: minimum density is _____ units per acre; maximum density is _____ units per acre.

F. Buffer Strips:

1. A twenty foot strip around the boundary of the park must be landscaped to provide a visual screen.

2. All open spaces and other unimproved areas must be suitably landscaped. All landscaping must be maintained.

G. Signs. One monument identification sign may be erected at each park entrance from a public street so long as such sign:

1. Does not exceed an area of _____ square feet;

2. Does not exceed _____ feet in height;

3. Is set back from the public street at least _____ feet; and

4. Is indirectly lit; internal illumination is prohibited.

H. Parking:

1. Paved off street parking must be provided at the ratio of one and one-half spaces per manufactured home.

2. At least one space must be at the individual manufactured home site.

3. Other spaces may be in a common parking area as long as each space is within two hundred feet of the manufactured home or mobile home stand to which it relates.

I. Pedestrian Access: There shall be a paved or graveled system of walkways, which gives safe and convenient access to every manufactured home and all common facilities; sidewalks developed in conjunction with public or private streets may meet this requirement.

J: Streets:

1. Each lease lot, space or unit must abut a public or private street;

2. All interior public streets shall be approved by the city and shall meet the standards for streets, curbing, sidewalks, lighting, pedestrian buffer strips and other adopted street standards. Private streets shall comply with fire access standards.

k. Each manufactured home or mobile home shall be securely installed upon a stand and shall be skirted to conceal the undercarriage.

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, and VII shall constitute new sections in Chapter 17.32 MMC.

B. Repeal: Sections 15.16.010 through 15.16.090 MMC and Sections 15.20.010 through 15.20.190 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:

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 17.32.070 MMC, ADDING NEW SECTIONS TO CHAPTER 17.32 MMC, REPEALING SECTIONS 15.16.010 THROUGH 15.16.090 MMC, SECTIONS 15.20.010 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 its current regulations in relation to the placement of manufactured homes 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.

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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

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SECTION II: Affirmation of Provisions Authorizing

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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 use in R-3 only."

SECTION VI: 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:** 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.

6.C **Density:** Manufactured home parks shall be developed in no less than one acre in size and at a density of not more than ten (10) dwelling units per acre.

6.D **Park 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:

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:

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 six feet (6') 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.

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 fifteen feet (15) square feet.
- b. Does not exceed three feet (3') in height.
- c. All sign(s) shall be in accordance with the City of McCleary Development Standards.
- d. Is indirectly lit; internal illumination is prohibited.

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:

a. All manufactured home parks shall provide permanent electrical, water, and sewage disposal connections to each manufactured home and shall comply with all federal, state, City ordinances and City 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 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 upon adjacent property or upon adjacent manufactured home units 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. A bulk storage area shall be provided for the storage of materials and equipment owned by the residents of the manufactured home park.

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

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

D. A six foot (6') high sight obscuring fence shall be erected and maintained around the perimeter of the storage area. 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.

14. Drainage and Storm Water Control:

A. All storm water controls, devices, systems, shall be approved by the City prior to installation.

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. 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 adverse impact from glare on adjacent 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 of this chapter.

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

19. **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 15.20.010 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: