



McCleary City Council Agenda

September 28th, 2016- 6:30 PM

Flag Salute

Roll Call: ___ Pos. 1- Orffer, ___ Pos. 2-Richey , ___ Pos. 3- Peterson, ___ Pos. 4- Blankenship, ___ Pos. 5- Ator

Public Hearing

Public Comment

Executive Session

RCW 42.30.110 (i)

Minutes

Tab A Approval

Introduction **X** Action **X**

Approval of Vouchers

Introduction **X** Action **X**

Purchase Orders

Mayor Comments

Budget Season

Staff Reports

Tab B Dan Glenn

Tab C Todd Baun

Old Business

Tab D Rainer Communications Franchise Agreement

New Business

Tab E Evergreen Consulting Group Contract

Ordinances

Tab F Grinder Pump Allowance

Tab G SEPA Efficiency Process

Tab H RV Parking

Resolutions

Mayor Council Comments

Public Comments

Executive Session

Adjournment or Recess Meeting

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 es un proveedor de igualdad de oportunidades y el empleador

CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, September 14, 2016

ROLL CALL AND FLAG SALUTE	Councilmembers Orffer, Richey, Peterson, Blankenship, and Ator were in attendance.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Todd Baun, Wendy Collins, Chief Crumb and Dan Glenn.
PUBLIC HEARING	At 6:30 pm the Public Hearing on the SEPA Efficiency Process opened. Todd Baun explained the SEPA process. The Public Hearing closed at 6:33 pm.
PUBLIC COMMENT	None.
EXECUTIVE SESSION	None.
MINUTES APPROVED	It was moved by Councilmember Orffer, seconded by Councilmember Ator to approve the August 10, 2016 minutes. Motion Carried 5-0.
VOUCHERS	Accounts Payable vouchers/checks approved were 41491 - 41545 including EFT's in the amount of \$119,126.05 and 41549 - 41599 including EFT's in the amount of \$46,501.10. Payroll vouchers/checks approved were 41464- 41624 including EFT's in the amount of \$249,453.32. Bank reconciliation for August 2016 was approved. It was moved by Councilmember Ator, seconded by Councilmember Peterson to approve the vouchers. Motion Carried 5-0.
MAYOR'S COMMENTS	Mayor Schiller reported that FCS met with the City to discuss the rate study findings. He would like to have them come back during the budget workshop on September 23rd to share their findings with the Council and respond to any questions. The City will be interviewing for a new police officer this Friday. The fire hall expansion will not be completed this year so the budget authorization will remain through next year. The money was authorized to be spent out of the REED fund. Mayor Schiller will be recusing himself from the two items on the agenda that involve the Washington State Department of Transportation (WSDOT). He believes it is best he does not participate since he is an employee of the WSDOT and wants to keep everything transparent. He will not be involved in any decisions relating to them.
CITY ATTORNEY REPORT	Dan Glenn provided a report for the Council to review.
DIRECTOR OF PUBLIC WORKS REPORT	Todd Baun has three purchase orders he needs authorized by the Council. One is for HD Supply for items to fix a water line on Simpson, which is approximately \$8500.00. The second purchase order is for General Pacific for approximately \$13,300 for street lighting, which is part of the LED street lighting cut-over project. The third one is for Hach for an ammonia monitor costing over \$4200. It was moved by Councilmember Ator, seconded by Councilmember Richey to authorize the requested purchase orders. Motion Carried 5-0. Todd provided a copy of a press release from the Department of Commerce announcing \$14 million in grants awarded to 11 health care providers to develop additional facilities for short-term inpatient psychiatric detention services and state mental hospital diversion. The recipients include Great Rivers Behavioral Health in McCleary for \$2,000,000. Todd Baun reported there have been 19 new homes under construction since the start of the year. There were 2 last year.

RV PARKING IN RESIDENTIAL AREAS	The changes requested at the previous meeting were considered and approved by the Council. Dan Glenn will include them in a draft ordinance for the next meeting.
SEPA EFFICIENCY PROCESS	Dan Glenn will draft an ordinance for the next meeting that will incorporate the proposed maximum thresholds with the exception for "fill or excavation". Instead of the suggested threshold of 1,000 cubic yards, Todd Baun suggested the proposed maximum threshold for fill or excavation be changed to 250 cubic yards. It was moved by Councilmember Ator, seconded by Councilmember Blankenship to authorize Dan Glenn to prepare an ordinance that will include the suggested maximum thresholds. Motion Carried 5-0.
WSDOT DETOUR AGREEMENT	The agreement will allow the WSDOT to use the Mox Chehalis Road and 3rd Street in McCleary as a detour route for the construction of the project described as: SR 8 / Middle and East Forks Wildcat Creek - Remove Fish Barriers MP 4.34 to MP 7.15. The State will fix any damage that may be caused from the detour. It was moved by Councilmember Ator, seconded by Councilmember Richey to authorize the Mayor to sign the Washington State Department of Transportation Agreement. Motion Carried 5-0.
WSDOT SERVICE AGREEMENT	In addition to the detour agreement, the WSDOT is requesting service for temporary roadway lighting through the City of McCleary Light and Power. The City agrees to provide electrical power to a temporary type B pole mounted service on a temporary class 5 timber pole with down guy and anchor, conduit, riser and weather head to be installed by the departments contractor at the subject project location for the estimated cost of \$2,632.12. It was moved by Councilmember Ator, seconded by Councilmember Richey to authorize the Mayor to sign the WSDOT Service Contract for temporary lighting. Motion Carried 5-0.
RAINIER COMMUNICATIONS FRANCHISE AGREEMENT	Tabled.
ANNEXATION PETITION	The property owner of Parcel #180513320010 located at 11 McCleary Road has requested to be annexed into the City. Dan Glenn said a public hearing will be necessary before the annexation. The City currently provides water and power to the property. The owner also wants the City sewer line to be extended to their property. Dan Glenn will set up a public hearing for October 12th during the City Council meeting. It was moved by Councilmember Orffer, seconded by Councilmember Ator to move forward on the annexation of 11 McCleary Road. Motion Carried 5-0.
GRINDER PUMP ALLOWANCE ORDINANCE	Tabled.
DRAFT EMERGENCY DECLARATIONS ORDINANCE	Tabled.
CONTINUOUS FLOW OPERATIONS	Tabled.
PUBLIC COMMENT	Gary Atkins asked if fences require a permit because he's noticed a lot of fences going up around town that look questionable. Todd Baun said fences under six feet do not require a permit. Councilmember Orffer met with the Finance Committee earlier this evening and she wants to give compliments to the City staff and everyone that is working at keeping the budget well under control. She said the finances look very good. Sue Portschy asked if there has been any more activity regarding the dog park. Mayor Schiller said the survey is still up on the City's website.
MEETING ADJOURNED	It was moved by Councilmember Ator, seconded by Councilmember Peterson to adjourn the meeting at 7:04 pm. The next meeting will be Wednesday, September 28, 2016 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: September 23, 2016
RE: LEGAL ACTIVITIES as of SEPTEMBER 28, 2016

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. TELECOMMUNICATIONS FRANCHISE MATTERS:

A. Rainier Communications: The Company has responded to the draft ordinance with a request for a few more minor modifications, none of which appear significant in nature. I will be meeting with Mr. Baun this week on this and other matters and I anticipate you will have a "final" draft for review prior to the October 12th meeting.

B. Pole Attachment Fees: Since the fees for use of the City's light poles by entities such as Century Link and Comcast have not been updated for years, the consultant doing the rate study for L&P was requested to review the issue and make recommendations. This was requested prior to proposing any updates to avoid the litigation which has gone on in Pacific County between the PUD of that county and certain pole users. Mr. Baun has indicated that the consultants have provided proposed fees based upon those approved through the hearing processes utilized by the State's Utilities Commission.

I have not yet had the opportunity to see the proposed rates, but that too will be one of the subjects we will discussing. Once figures have been tentatively approved by you, there will be the necessity of modifying at least one ordinance involving Century Link's predecessor and discussions with the other pole utilizers. All will require your approval.

2. ORDINANCES:

A. Recreational Vehicle, et al Onsite Parking:

Following your discussion at the last meeting, I have prepared two drafts of an implementing ordinance. The goal of the drafts is to implement what was discussed. As usual, they include a bit of tuning to deal with ambiguities that were present. I would note that the only difference between the "B" draft and the "C" draft is in the matter of enforcement. Enforcement of a violation of the ordinance under the "B" draft would be under the general nuisance ordinance. Enforcement of violations under the "C" draft would be under the provisions also utilized to enforce violations of the zoning code. Since in many ways this really is close to a zoning/property use issue, my recommendation is the "C" draft.

B. Grinder Pump System Authorization: Provided for your review and consideration is a draft ordinance which would under certain conditions authorize the utilization of this system as a means of introduction of wastewater into the City's sewer system. Review by the Mayor, Mr. Baun, and Mr. Hinton has resulted in the addition of additional provisions.

Among the elements are the following:

1. It can be utilized only when certain conditions are present which make utilization of the City's gravity system not reasonably feasible. The question here is whether that decision is one requiring approval by the Director of Public Works or does the Council have to approve each utilization.

2. Enforcement of violations is also an issue. I have indicated that, if there is a violation of any standard or practice adopted by the City, the City may terminate the access or correct it and require payment. This necessity results from the fact that the systems will remain the property and responsibility of the property owner.

3. Standards: Provision is made for the execution of an agreement under which the applicant agrees to the enforcement provisions and to keep the system up to such standards as the City may implement. For instance, one recommended by Mr. Hinton would be that each system must have provision for the utilization of alternative sources of electrical power in the event of an outage for the electrical system serving the property and granting access to the City to actually go on the property and connect its portable units so as to pump the tank.

In any event, the existing draft is being provided for your review and consideration.

C. SEPA EXEMPTION MODIFICATION: At the time of drafting this Report, I am still in process of drafting the ordinance which will implement the modifications. The issue through which I am working is to insure appropriate integration of the modification into the existing Environmental Code provisions. Given the review process that most modifications of such Code provisions require, I do not want to make an assumption and then, after adoption, discover an error which might result in the necessity of an entirely new hearing process.

3. EMERGENCY GOVERNMENTAL ORGANIZATIONAL STRUCTURE:

Before draft provisions for what are characterized as "Emergency Declarations" and "Continuous Flow Operations" are submitted to you for your review, I wish to meet with the Mayor and Mr. Baun. We are not like Seattle and its much broader management structure. The goal will be to keep the drafts, whether in the form of an ordinance or resolution, straightforward and operational.

4. CONTRACT MATTERS: Mr. Baun has indicated the contract the City has with Evergreen Consulting Group currently is expiring. The consultant provides on request consulting services in relation to the implementation of projects which are characterized as "energy efficient." The terms are the same as have been in place for a couple of years. It is my understanding that Todd has found their services beneficial.

5. AD VALOREM INFORMATION: I understand that the Mayor will be reporting on the 2017 budget workshop you have had. I assume Ms. Collins has received a communication from the County letting us know they will be expecting the appropriate ordinance setting the property tax level for next year by the middle of November. Since historically there have been delays as the result of the challenges the Assessor's Office itself had in providing us the necessary valuation information leading to adoption of the ordinance towards the end of the month, I contacted Ms. Bednarik. She indicated the hope is, with the new software program, they will be able to provide us the information in a more timely manner this year. That would make things much easier for both her office and the City.

6. CCAP SERVICES AGREEMENT: As I believe you are aware, Coastal Community Action Program a/k/a as CCAP provides services/funding for certain utility customers with income at certain levels. They have provided their service agreement. Since we will soon be back to a much cooler season, I believe that Ms. Collins will be submitting that contract to you for your review and approval. Since it is basically a non-negotiable contract and it has worked well in the past, from the legal

standpoint I would recommend its approval since, from the legal standpoint, the contract creates no problems.

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

DG/le

STAFF REPORT

To: Mayor Schiller
From: Todd Baun, Director of Public Works
Date: September 26, 2016
Re: Current Non-Agenda Activity

PW Crew Activities

The Public Works crew has been working on several projects. They have patched several area with asphalt and are starting a water main replacement on Frontage road, between N. 8th and N. 9th St. They will also be placing new services for new homes on Summit Rd.

Light and Power is gearing up to finish work on 3rd St. and Maple St. They are also replacing an underground service line that feeds 42 E. Elma Hicklin Rd.

STAFF REPORT

To: Mayor Schiller
From: Todd Baun- Director of Public Works
Date: September 26, 2016
Re: Contract with Evergreen Consulting Group

The City has been working Evergreen Consulting Group for the past year and it has gone extremely well. Their contract with the City will be expiring at the end of September and I would like to continue with contracting with Evergreen Consulting Group until December 2017.

I have provided a contract with Evergreen Consulting Group. This will not cost the City any money out of pocket, since the City receives "performance payments" from BPA to cover internal customer administrative costs incurred in support of energy savings activities.

Action Requested:

Please discuss and allow the Mayor to sign the contract with Evergreen Consulting Group.

City of McCleary (CMC)
Commercial and Residential Energy Efficiency Programs
Technical Assistance proposal from Evergreen Consulting Group (ECG)
October 1, 2016 through December 31, 2017
9/22/16

Scope:

Provide program management and operation support for CMC's Commercial and Residential Energy Efficiency Programs.

Included in the management and operations of the program are the following elements:

- Providing technical energy efficiency program assistance to CMC's customers (at the direction of Todd Baun) at their sites in the CMC service area for up to two days a month. The technical assistance can consist of conducting commercial lighting audits, pre and post verifications of commercial lighting projects, pre and post verifications of residential weatherization and ductless heat pump projects and other site verifications as requested by Todd Baun for CMC's customer energy efficiency projects. It will also include preparing proposals for CMC customers including recommending energy efficient lighting, consulting with Trade Allies to encourage their participation in CMC's programs.
- Preparing customer agreements (CMC's agreement), ensuring they are signed and customers are instructed as to the necessary documentation for Incentives from CMC once the energy efficiency project is completed.
- Assembling the completed packages of paper work including the customer agreement, pre and post verifications, customer invoices, disposal forms and incentive request forms. These completed packages will be provided to CMC management.
- There will be a monthly tracking report presented to CMC management.
- CMC will be responsible to issue the incentive checks to the customer (further discussion will follow for entering the energy efficient projects into the BPA reporting system – ECG will need an approval from CMC and approved by BPA to enter this data into the BPA reporting system).
- Evergreen will submit monthly invoices to CMC for Evergreen's Labor and other expenses.

The on site technical assistance will be provided typically by Andy Gerde or other Evergreen Lighting Specialists with backup from Mike Porter.

Agreed to the above:

Agreed to the above:

City of McCleary

Evergreen Consulting Group, LLC

Date

Date

coastal
Community Action
program

September 16, 2016

Dear LIHEAP Vendor;

Enclosed please find the Vendor Agreement for the Low-Income Home Heating Assistance Program (LIHEAP).

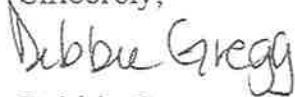
Please sign the agreement and return it in the envelope provided.

Please retain a copy to for your records.

If you have any questions, please call Debbie Gregg at 360-533-5100 ext. 109.

Thank you for assisting us in providing services to households in Grays Harbor and Pacific Counties.

Sincerely,



Debbie Gregg
Housing Case Manager

Direct Line: 360-500-4509

Toll Free: 1-800-828-4883

LOW-INCOME HOME HEATING ENERGY VENDOR AGREEMENT

OCTOBER 1, 2016 – SEPTEMBER 30, 2017 PROGRAM YEAR

This agreement, dated as of September 16, 2016, is entered into by and between Coastal Community Action Program, (Agency), and City Of McCleary a supplier of home heating energy, (Vendor).

PURPOSE

Funding for Low-Income Home Energy Assistance Program (LIHEAP) payments is governed by Federal Law 42 U.S.C. 8624: Low-Income Home Energy Assistance Act of 1981, and subsequent amendments. This act requires that certain assurances be satisfied before energy assistance payments are made, on behalf of eligible individuals, to suppliers of home heating energy. This agreement defines the conditions that the Energy Vendor must agree to so that the Agency can make energy assistance payments to the Energy Vendor on behalf of eligible households.

Agency Responsibilities

The agency shall:

1. Accept and review client applications and determine eligibility of households for LIHEAP payments.
2. Follow procedures that minimize the time elapsing between the receipt of LIHEAP funds and their disbursement to vendor.
3. Make payments in a timely manner to the vendor on behalf of eligible households between October 1 and August 31 of the program year for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of LIHEAP funds from other operating funds of the agency.
5. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
6. Incorporate policies that assure the confidentiality of eligible household's energy usage, balance, and payments.
7. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

Energy Vendor Responsibilities

The Energy Vendor shall:

1. Immediately apply the benefit payment to customer's current/ past due bill, deposit/ reconnect requirements, or delivery of fuel to eliminate the amount owed by the customer for a period determined by the amount of the benefit, or;
2. Apportion the LIHEAP over several billing periods to reduce the amount owed by the customer until the benefit is exhausted, or;
3. Establish a line of credit for the customer to be used at the discretion of the customer until the benefit is exhausted.
4. Notify the customer of the amount of benefit payment applied to the customer's billing.
5. Keep customer records confidential.
6. Maintain records for four years from the date of this agreement, or longer if the energy vendor is notified that a fiscal audit for a specific program year is unresolved.
7. Not treat adversely, or discriminate against any household that receives LIHEAP payments, either in the cost of the goods supplied or the services provided.
8. Upon request of the agency, provide eligible customer's energy consumption history for the sole purpose of determining customer benefit.
9. Comply with the provisions of the State law regarding winter disconnects and pertinent provisions of the Washington Administrative Code related to the winter moratorium, if governed by that ruling.
10. Make records available for review by authorized staff of the agency and Washington State Department of COMMERCE) and the U.S. Department of Health and Human Services.

Required records for audit purposes.

The vendor will keep records showing the following:

1. name and address of households who received LIHEAP payments.
2. amount of assistance accrued to each household.
3. source of payment, (Energy Assistance, Project Help, Warm Heart, etc).
4. amount of the household's credit balance when the benefit payment establishes a line of credit. This credit balance also needs to show on all customer billing documents.

Credit Balances

In the event that a customer has a credit balance and no longer needs service from the energy vendor, the vendor shall:

1. Forward a check in the amount of any remaining credit balance directly to the customer, or, if directed by the customer, forward a two-party check for this balance to the customer in the customer's name and the name of the new home heating energy vendor.
2. If the customer dies leaving a credit balance resulting from a LIHEAP payment, the remaining credit becomes part of the customer's estate.

3. The energy vendor shall dispose of all unclaimed credit balances according to customary procedures or applicable Washington State law.

Other Provisions:

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If LIHEAP funding is withdrawn, reduced, or eliminated by COMMERCE, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

Agency

Vendor

Signature

Signature

Nora LeBlanc

Printed Name

Printed Name

Manager

Title

Title

Coastal Community Action Program

Name of Company

Name of Company

09/16/2016

Date

Date

INTERLOCAL AGREEMENT

THIS AGREEMENT entered into by and between the CITY OF McCLEARY, a municipal corporation organized under Title 35A of the Revised Code of Washington, hereinafter "CITY"; and McCLEARY SCHOOL DISTRICT NUMBER 65, a municipal corporation organized under Title 28A of the Revised Code of Washington, hereinafter "DISTRICT".

R E C I T A L S:

1. The CITY and DISTRICT are municipal corporations authorized to enter into interlocal agreements.
2. The DISTRICT currently is undertaking a project which will result in the improvement of recreational facilities at its school site.
3. The CITY has received the DISTRICT's request to undertake the provision of certain excavation services which are required to prepare the site for the installation of the equipment. The CITY is willing to undertake this service for the DISTRICT so as to facilitate the construction project.
4. The parties wish to memorialize their agreement.

NOW, THEREFORE, it is agreed as follows:

SECTION I: The CITY shall provide to the DISTRICT the staff and equipment necessary to excavate and prepare the site for the installation of the new recreational equipment. The nature of the requested work is set forth upon Exhibit Number 1, as is the estimated cost of performance of the service. The parties specifically agree the DISTRICT shall reimburse the CITY for the actual equipment and labor costs incurred by the CITY in carrying forth the provision of these services: PROVIDED THAT, such cost shall not exceed \$ _____ without the prior approval of the District's Superintendent.

SECTION II: The DISTRICT shall defend, indemnify, and hold the CITY, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY. 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 the DISTRICT and the CITY, its officers, officials, employees, and volunteers, the DISTRICT's liability hereunder shall be only to the extent of the DISTRICT's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the DISTRICT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION III: EFFECTIVE DATE & TERMINATION

A. This agreement shall be deemed to become effective upon the date of the execution of the last signing of the parties. It shall remain in full force and effect until the earlier occurring of the following:

1. Completion of the project.
2. One of the parties gives written notice of its intention to terminate its involvement and participation in

the agreement. Such termination shall be effective thirty days following the date the notice of termination is given.

B. Termination shall not:

1. Affect the responsibility of any party to pay any moneys which are owing to the other party under the terms of this Agreement.

2. Relieve a party of the duty to complete the performance of contract or service assumed hereunder, upon which performance had commenced prior to the giving of notice of termination.

SECTION IV: In the event of any litigation arising out of this contract, the parties agree the courts of the County of Grays Harbor shall be the courts of proper venue. Further, in addition to any other relief granted to the prevailing party, the prevailing party shall be entitled to a judgment for such sum as the court determines to represent reasonable attorneys' fees and costs incurred in the litigation by the prevailing party.

SECTION V:

A. The parties agree that this writing represents the entire agreement between the parties and constitutes an integration of all negotiations.

B. All notices shall be in writing. Any notice to be given to the CITY shall be given to the Clerk-treasurer of the CITY. Any notice to be given to the DISTRICT shall be given to the DISTRICT's Superintendent. If mailed, they shall be deemed received upon the third business day following their mailing, properly addressed and postage prepaid, to the address stated below. If personally delivered, they shall be deemed received upon the date of actual receipt. For purposes of receipt of notice, the CITY's address is 100 S. 3rd Street, McCleary, Washington 98557. The DISTRICTS's address shall be 611 South Main, McCleary, Washington 98557.

C. If any section, provision, or part hereof shall be adjudged to be invalid by a Court of competent jurisdiction, such adjudication shall not affect the validity of this Agreement as a whole or any section, provision, or part thereof not adjudged invalid.

D. Each party executing this Agreement represents that each will seek ratification of this the Agreement upon behalf of the party for which they are signing.

SECTION VI: In recognition of the time sensitive nature of the provision of the requested services, the Superintendent and Mayor are signing within the scope of their administrative authority but will be submitting the agreement to the Board and the City Council respectively for ratification at the first meeting of each following the execution by them.

DATED: _____

McCLEARY SCHOOL DISTRICT NUMBER

By

DAN CASLER, Superintendent

CITY OF McCLEARY:

BRENT SCHILLER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

ORDINANCE NO. _____

AN ORDINANCE RELATING TO PUBLIC UTILITIES,
AUTHORIZING THE USE OF CERTAIN METHODOLOGIES
UNDER CONDITIONS, ADDING A NEW SECTION TO
ARTICLE IV, CHAPTER 13.12.020, PROVIDING AN
EFFECTIVE DATE AND FOR SEVERABILITY.

R E C I T A L S:

1. The City maintains a wastewater collection and treatment system to serve its citizens and those of the surrounding area.

2. The Council and Mayor have received the recommendations of City Staff to allow the use of an alternative means of collection and transfer to the City's main gravity system, specifically a low pressure sewer system using grinder pumps commonly referred to as a "grinder system."

3. They have determined it appropriate to allow such utilization under certain terms and conditions when it is found not feasible to utilize the gravity system for collection and transmission.

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

SECTION I: There shall be added to Article IV of Chapter 13.12 of the Municipal Code a new section to read as follows:

ORDINANCE - 1
09/16/2016
DG/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

Authorization of Use of Grinder Pump Sewer Systems and
Conditions Related Thereto:

A. Grinder pump sewer systems, as defined in Section 13.12.020[29], as now existing or hereafter amended or succeeded, shall not be installed and used in lieu of the orderly extension of gravity sewers unless such installation and utilization is approved as provided in the following provisions.

B. Grinder pump installation and use shall be subject to the following requirements and/or limitations:

1. New individual grinder pump system use is limited where:

a. A public gravity sewer line is contiguous to the property, but terrain, natural features, or other physical barriers prohibit a gravity connection; or

b. For the conversion of onsite sewage systems to public sewer or for infill development only where it is specifically determined by the Director of Public Works, hereinafter the Director, to be in the best interest of the City.

c. The nearest public gravity sewer line capable of providing service to the property is more than _____ hundred (____) feet from the boundaries of the property.

2. Grinder pumps and side sewers which are installed as part of a grinder pump sewer system shall be purchased, owned, maintained and operated by the property owner.

3. Grinder pump force mains receiving effluent from more than one property shall be publicly owned and maintained. Publicly-owned grinder pump force mains shall be permitted only where the City Council, after review of recommendations received from the Director of Public Works, determines it to be in the best interest of the City and construction of a gravity and lift station sewer system is not a reasonable alternative, whether for physical or fiscal reasons.

When such approval is given, upon approval of the plans and specifications by the Director, the installation of the public grinder pump force mains shall be carried out by the applicant and all costs, including permit and inspection fees, shall be borne by the applicant. As indicated, any such installation shall be in accordance with the applicable Engineering Design and Development Standards of the City.

C. In the event that any time the City approves the utilization of Septic Tank Effluent Pump (STEP) systems, as defined in Section 13.12.020[29], as now existing or hereafter amended or succeeded, grinder pump side sewers and force mains shall not be permitted to discharge to designated STEP force mains unless it is determined by the Director or his/her designee to be in the best interest of the City.

SECTION II: 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 III: This Ordinance shall take effect upon the fifth day following date of publication.

SECTION IV: 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.

PASSED THIS _____ DAY OF _____,
2016, by the City Council of the City of McCleary, and signed in
approval therewith this _____ day of _____,
2016.

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 _____, 2016, by WENDY COLLINS.

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

ORDINANCE - 5
09/16/2016
DG/la

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLeARY, WASHINGTON 98557

ORDINANCE NO. _____

AN ORDINANCE RELATING TO PUBLIC UTILITIES,
AUTHORIZING THE USE OF CERTAIN METHODOLOGIES
UNDER CONDITIONS, ADDING A NEW SECTION TO
ARTICLE IV, CHAPTER 13.12.020, PROVIDING AN
EFFECTIVE DATE AND FOR SEVERABILITY.

R E C I T A L S:

1. The City maintains a wastewater collection and treatment system to serve its citizens and those of the surrounding area.

2. The Council and Mayor have received the recommendations of City Staff to allow the use of an alternative means of collection and transfer to the City's main gravity system, specifically a low pressure sewer system using grinder pumps commonly referred to as a "grinder system."

3. They have determined it appropriate to allow such utilization under certain terms and conditions when it is found not feasible to utilize the gravity system for collection and transmission.

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

SECTION I: There shall be added to Article IV of Chapter 13.12 of the Municipal Code a new section to read as follows:

Authorization of Use of Grinder Pump Sewer Systems and
Conditions Related Thereto:

A. Grinder pump sewer systems, as defined in Section 13.12.020[29], as now existing or hereafter amended or succeeded, shall not be installed and used in lieu of the orderly extension of gravity sewers unless such installation and utilization is approved as provided in the following provisions.

B. Grinder pump installation and use shall be subject to the following requirements and/or limitations:

1. New individual grinder pump system use is limited to situations where:

a. A public gravity sewer line is contiguous to the property, but terrain, natural features, or other physical barriers prohibit a gravity connection; or

b. For the conversion of onsite sewage systems to public sewer or for infill development only where it is specifically determined by the Director of Public Works, hereinafter the Director, to be in the best interest of the City.

c. The nearest public gravity sewer line capable of providing service to the property is more than _____ hundred (____) feet from the boundaries of the property.

2. Grinder pumps and side sewers which are installed as part of a grinder pump sewer system shall be purchased, owned, maintained and operated by the property owner. At all times they

are connected to the City's system, such installations shall be in compliance with such rules and regulations as may be adopted by action of the Council or issued by the Director after approval by the Council.

3. Grinder pump force mains receiving effluent from more than _____ property/properties shall be publicly owned and maintained. Publicly-owned grinder pump force mains shall be permitted only where the City Council, after review of recommendations received from the Director of Public Works, determines it to be in the best interest of the City and construction of a gravity and lift station sewer system is not a reasonable alternative, whether for physical or fiscal reasons.

When such approval is given, upon approval of the plans and specifications by the Director, the installation of the public grinder pump force mains shall be carried out by the applicant and all costs, including permit and inspection fees, shall be borne by the applicant. As indicated, any such installation shall be in accordance with the applicable Engineering Design and Development Standards of the City.

4. Any applicant requesting authorization to connect a grinder system to the City's system shall execute such agreement as may be required by the City. Such agreement shall include confirmation of the following and such other elements as may from time to time be deemed necessary:

a. recognition of the responsibility of the applicant and the applicant's successors to maintain the system in compliance with the City's requirements as they from time to time exist;

b. that the City may terminate access to the City's system in the event of a failure to comply with the requirements, as then existing or thereafter implemented; and

c. the responsibility to reimburse the City for any costs resulting from the failure to comply, including any expense incurred by the City to obtain compliance.

C. In the event that any time the City approves the utilization of Septic Tank Effluent Pump (STEP) systems, as defined in Section 13.12.020[29], as now existing or hereafter amended or succeeded, grinder pump side sewers and force mains shall not be permitted to discharge to designated STEP force mains unless it is determined by the Director or his/her designee to be in the best interest of the City.

SECTION II: 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 III: This Ordinance shall take effect upon the fifth day following date of publication.

SECTION IV: 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.

PASSED THIS _____ DAY OF _____,
2016, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____,
2016.

CITY OF MCCLEARY:

BRENT SCHILLER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

ORDINANCE -B- 5
09/22/2016
DG/1e

CITY OF MCCLEARY
100 SOUTH 3RD STREET
MCCLEARY, WASHINGTON 98557

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 _____, 2016, by WENDY COLLINS.

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

ORDINANCE -B- 6
09/22/2016
DG/la

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

ORDINANCE

**AN ORDINANCE RELATING TO PARKING; ADDING A
NEW SECTION TO CHAPTER 10.20 OF THE
MUNICIPAL CODE; SUPERSEDING ANY ORDINANCE
INCONSISTENT WITH ITS TERMS; AND PROVIDING
AN EFFECTIVE DATE.**

R E C I T A L S:

1. Through the adoption of Ordinance 603, the City provided definitions for use throughout the code, as well as defined conditions under which certain types of vehicles may be parked and utilized upon private property.

2. Since the adoption, situations have occurred which, while not related to zoning, require clarification as to under what circumstances and conditions certain types of vehicles may be parked upon private property.

3. It is the desire of the City in adopting this ordinance to implement regulations relating to the parking and storage of recreational vehicles and other vehicles covered by this ordinance upon private property in such a manner as to authorize such utilization in a manner not creating risks or unreasonably affecting adjoining properties.

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

SECTION I: There shall be added to Chapter 10.20 of the Municipal Code a new section to read as follows:

The parking and storage of recreational and utility vehicles, as defined herein, upon properties having the zoning classification of residential shall be subject to the following conditions:

A. For purposes of this ordinance recreational and utility vehicles shall include travel trailers, folding tent trailers, motor homes, truck campers removed from a truck or pickup, horse trailers, boat trailers, with or without boats placed thereon, other recreation trailers and utility trailers, boats, motorcycles, snowmobiles, other motorized recreational vehicles, and such other units or vehicles which fall within the definition of a recreational vehicle set out in Section 17.12.010, as now existing or hereafter amended or succeeded.

B. Recreational and utility vehicles may be parked upon properties bearing the residential classification so long as such parking is in compliance with in residential areas and the following conditions are met:

1. They shall not intrude into public right-of-way or obstruct sight visibility from adjacent driveways to the abutting public right of way;

2. They shall not be parked in the front building setback unless there is no reasonable access to the building side

yards or rear yards because of topography or other physical conditions on the site.

3. If parked in the front building setback under the provisions of the prior subparagraph, it shall be parked in a way so as to not obscure the home address. That home address shall be clearly visible from the abutting street.

4. If required by state law, the registration and license of the vehicle or unit parked under the provisions of this ordinance must be kept current for each Recreational and Utility Vehicle stored or parked on premises.

5. The vehicle or unit must be owned or leased by the property owner or the property tenant.

6. The vehicle or unit shall be maintained in a clean, tidy, and well-kept state which does not detract from the appearance of the surrounding area. For purposes of interpretation, "clean, tidy, and well-kept state" would be characterized by order and neatness; free from disorder, disrepair, or such condition as would not be normal for the item.

7. A vehicle or unit stored or parked under the provisions of this ordinance must be in operable condition and be able to move under its own power or be towed or carried by another vehicle.

8. Recreational vehicles equipped with liquefied petroleum gas containers shall meet the standards of the Interstate Commerce Commission. Valves or gas containers shall be

closed when the vehicle is stored, and, in the event of leakage, immediate corrective action must be taken.

C. At no time shall a recreational vehicle or unit parked or stored under the provisions of this ordinance be occupied or used as a permanent or temporary dwelling unit except that guests who travel with a recreational vehicle may reside in the vehicle on the host's premises on a temporary basis not to exceed thirty days per year.

D. No vehicle or recreational unit subject to this ordinance shall be parked or stored on any privately owned vacant property in a residential zone.

E. A recreational vehicle or unit parked in a residential area under the authority of this ordinance shall not be permanently connected to separately metered gas, water, or sewer service, but may be temporarily connected to existing metered water service and electric service for the purpose of maintaining moisture or temperature control within the vehicle.

F. Pickup or light trucks, fourteen thousand five hundred pounds gross vehicle weight rating (GVWR) or less, with or without a mounted camper unit, which are primarily used by the property owner/renter for transportation purposes are exempt from this section.

SECTION II: 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 III: This Ordinance shall take effect upon the fifth day following date of publication.

SECTION IV: 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.

PASSED THIS _____ DAY OF _____,
2016, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____,
2016.

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)

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WENDY COLLINS

SIGNED AND SWORN to before me this _____ day of _____, 2016, by WENDY COLLINS.

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

ORDINANCE -B- 6
09/22/2016
DG/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

ORDINANCE _____

**AN ORDINANCE RELATING TO PARKING; ADDING A
NEW SECTION TO CHAPTER 10.20 OF THE
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R E C I T A L S:

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3. It is the desire of the City in adopting this ordinance to implement regulations relating to the parking and storage of recreational vehicles and other vehicles covered by this ordinance upon private property in such a manner as to authorize such utilization in a manner not creating risks or unreasonably affecting adjoining properties.

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B. Recreational and utility vehicles may be parked upon properties bearing the residential classification so long as such parking is in compliance with in residential areas and the following conditions are met:

1. They shall not intrude into public right-of-way or obstruct sight visibility from adjacent driveways to the abutting public right of way;

2. They shall not be parked in the front building setback unless there is no reasonable access to the building side

yards or rear yards because of topography or other physical conditions on the site.

3. If parked in the front building setback under the provisions of the prior subparagraph, it shall be parked in a way so as to not obscure the home address. That home address shall be clearly visible from the abutting street.

4. If required by state law, the registration and license of the vehicle or unit parked under the provisions of this ordinance must be kept current for each Recreational and Utility Vehicle stored or parked on premises.

5. The vehicle or unit must be owned or leased by the property owner or the property tenant.

6. The vehicle or unit shall be maintained in a clean, tidy, and well-kept state which does not detract from the appearance of the surrounding area. For purposes of interpretation, "clean, tidy, and well-kept state" would be characterized by order and neatness; free from disorder, disrepair, or such condition as would not be normal for the item.

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8. Recreational vehicles equipped with liquefied petroleum gas containers shall meet the standards of the Interstate Commerce Commission. Valves or gas containers

shall be closed when the vehicle is stored, and, in the event of leakage, immediate corrective action must be taken.

C. At no time shall a recreational vehicle or unit parked or stored under the provisions of this ordinance be occupied or used as a permanent or temporary dwelling unit except that guests who travel with a recreational vehicle may reside in the vehicle on the host's premises on a temporary basis not to exceed thirty days per year.

D. No vehicle or recreational unit subject to this ordinance shall be parked or stored on any privately owned vacant property in a residential zone.

E. A recreational vehicle or unit parked in a residential area under the authority of this ordinance shall not be permanently connected to separately metered gas, water, or sewer service, but may be temporarily connected to existing metered water service and electric service for the purpose of maintaining moisture or temperature control within the vehicle.

F. Pickup or light trucks, fourteen thousand five hundred pounds gross vehicle weight rating (GVWR) or less, with or without a mounted camper unit, which are primarily used by the property owner/renter for transportation purposes are exempt from this section.

SECTION II: Any violation of the provisions of Section I shall be subject to enforcement, including the imposition of

penalties, under the provisions of Section 17.40.140 MMC, as now existing of hereafter amended or succeeded.

SECTION III: 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 IV: This Ordinance shall take effect upon the fifth day following date of publication.

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PASSED THIS _____ DAY OF _____,
2016, by the City Council of the City of McCleary, and signed in