

McCleary Regular City Council Meeting

Wednesday, August 11, 2021 – 6:30 PM McCleary VFW & WebEx Virtual Meeting

Agenda

WebEx Meeting

Link: https://cityofmccleary.my.webex.com/cityofmccleary.my/j.php?MTID=m38586825c494bd8766042906912 d42b6

Join By Phone: **+1-408-418-9388**

Meeting number (access code): **182 000 3401**Meeting password: **FqnNjZNM633 (37665966** from phones and video systems)

Call to Order/Flag Salute/Roll Call
Agenda Modifications/Acceptance

Public Hearing- Port Blakely Annexation Request

1. Port Blakely Annexation Request

Public Comment

Consent Agenda

- 2. Accounts Payable July 1-15 Ck Numbers 49428-49501
- 3. Accounts Payable July 16-31 Ck Numbers 49502-49538

Updates

4. Staff Reports

New Business

- Dog Ordinance Review
- 6. Fireworks Discussion
- 7. State Auditor's Office Agreement
- 8. Cell Site Lease Renewal
- 9. Shoreline Master Program Update Grant
- 10. Bucket Truck Change Order

Old Business

- 11. Verkada License Renewal
- 12. DTF Land Purchase Update

Ordinances and Resolutions

Updates

- 13. Councilmembers
- 14. Mayor

Public Comment

Executive Session

Adjourn

Please turn off Cell Phones- Thank you

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

The City of McCleary is an equal opportunity provider and employer.

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

THE SIXTY PERCENT PETITION ANNEXATION METHOD

The most frequently used method of annexing unincorporated territory is by petition of the owners of at least 60 percent of the property value in the area, computed according to the assessed valuation of the property for general taxation purposes.

Initiation of the 60 Percent Petition Annexation (RCW 35A.14.120)

Prior to circulating a petition for annexation, the initiating party or parties (the owners of property representing not less than 10 percent of the assessed value of the property for which annexation is sought) must give written notice to the city council of their intention to commence annexation proceedings.

Meeting with Initiators on the Annexation Proposal (RCW 35A.14.120)

The city council is to set a date (not later than 60 days after the filing of the notice) for a meeting with the initiating parties to determine:

- · Whether the city will accept, reject, or geographically modify the proposed annexation;
- Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330 and 35A.14.340); and
- Whether it will require the assumption of all or any portion of existing city indebtedness by the area to be annexed.

If the legislative body requires the adoption of a proposed zoning regulation and/or the assumption of all or any portion of indebtedness as conditions to annexation, it is to record this action in its minutes. Council acceptance of the proposed annexation is a condition precedent to circulation of the petition. There is no appeal from the council decision.

Contents of Petition (RCW 35A.14.120)

If the city council accepts the initial annexation proposal, the petition may be drafted and circulated. The petition must:

- Describe the property according to government legal subdivisions or legal plats.
- Be accompanied by a map that outlines the boundaries of the property sought to be annexed.
- If the council has required the assumption of all or any portion of city indebtedness and/or the adoption of a proposed zoning regulation for the area to be annexed, set forth these facts clearly, together with a quotation of the minute entry of that requirement.

Be signed by the owners of not less than 60 percent of the assessed value of the property for which annexation is petitioned. "Owners" eligible to sign are defined in RCW 35A.01.040(9)(a) through (e). (Although the statute refers to subsections "(a)-(d)", it is assumed that reference was intended to be made to subsections "(a)-(e).")

Comply with the rules for petitions in RCW 35A.01.040 (RCW 35A.14.130).

Filing of Petition; Determination of Sufficiency

The petition is to be filed with the city council (RCW 35A.14.120). Although there is no time limit specified in the annexation statutes as to when a petition need be filed with the council after it has begun circulating for

signatures, the signatures on a petition are valid only if signed no later than six months prior to the filing date. Any signatures older than six months are to be stricken from the petition by the officer certifying petition sufficiency (RCW 35A.01.040(8)).

The petition must be certified as sufficient (i.e., as having valid signatures representing the required 60 percent of property value). Within three working days of the filing of the petition, the officer with whom the petition is filed must transmit the petition to the county assessor, who makes the determination of the sufficiency of the petition. The county officer whose duty it is to determine petition sufficiency must file with the officer receiving the petition for filing a certificate stating the date the determination of sufficiency was begun. The officer determining petition sufficiency must do so "with reasonable promptness" (RCW 35A.01.040(4)).

Hearing on Petition (RCW 35A.14.130)

When a legally sufficient petition is filed, the city council may consider it and:

- Fix a date for a public hearing, and
- Provide notice specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation. The notice is to be:
 - Published in one or more issues of a newspaper of general circulation in the city; and
 - Posted in three public places within the territory proposed for annexation.

There are no statutory requirements concerning the actual hearing, other than to give proponents and opponents an opportunity to speak.

Limitation on Consideration of Conflicting Petitions and Resolutions (RCW 35A.14.231, 35.02.155)

- Annexation petition. After an annexation petition has been filed with the city, no territory included in the
 proposed annexation may be annexed by another city or town unless: (1) the boundary review board or
 annexation review board modifies the annexation proposal and removes the territory; (2) the boundary
 review board or annexation review board rejects the annexation; or (3) the city council or the voters, as
 the case may be, reject the proposed annexation (RCW 35A.14.231). This rule does not prevent a city, after
 an annexation petition has been filed with it, from considering a different annexation proposal embracing
 some of the same territory.
- Incorporation petition. If a city incorporation has been proposed by the filing of a petition with the county auditor under RCW 35.02.020, an existing city may still annex territory included within the proposed incorporation if, within 90 days of that filing, a petition proposing the annexation of that territory is filed. Territory that is ultimately annexed to a city will be withdrawn from the incorporation proposal (RCW 35.02.155). If an annexation is proposed by petition more than 90 days after the filing of an incorporation petition that includes territory proposed for annexation, the annexation must "be held in abeyance" and may not occur unless: (1) the boundary review board modifies the proposed incorporation to remove the territory proposed for annexation; (2) the boundary review board rejects the proposed incorporation and the proposed city has a population of less than 7500; or (3) the voters reject the proposed incorporation (RCW 35.02.155).

Decision (RCW 35A.14.140)

• Cities in Counties without Boundary Review Boards. Following the hearing (though not necessarily immediately), the city council decides whether to approve the annexation. If it decides to approve, it must enact

an ordinance to annex the territory (RCW 35A.14.140). It may annex all or any portion of the area proposed for annexation, but may not include any property not described in the annexation petition. *Id.* The county annexation review board does not review annexations under the 60 percent petition method (RCW 35A.14.220).

- Cities in Counties Having Boundary Review Boards. Since a code city in a county with a boundary review board may not annex territory without prior board approval (unless the board determines, for certain proposals, that review is not necessary, or the board's jurisdiction is not invoked), an annexation ordinance passed following a hearing but before board review cannot yet be effective. Consequently, cities in counties requiring action by a boundary review board, when they have not previously received review board approval, often first pass a motion or resolution of intent to annex. After review board approval, the formal ordinance is adopted.
- Conflict between RCW 35A.14.140 and Boundary Review Board Statutes. An area where the boundary review board statutes and the annexation statutes present a conflict concerns the ability of the city council, under RCW 35A.14.140, to pass an ordinance annexing "all or any portion of the proposed area" but not "any property not described in the petition." Under RCW 36.93.150(2), the boundary review board may add or delete territory from a proposed annexation (as long as the amount of territory added does not exceed 100 percent of the original proposal and as long as the board holds a separate public hearing on the increase), and, under RCW 36.93.155, a city may not approve an annexation other than that which receives board approval. Thus, if the board adds territory to that included in the petition, one statute says a city may not annex property not included in the petition, and another says that the city must annex, if at all, all the territory that the board approved for annexation, which, in this circumstance, would be more than was included in the petition. MRSC is not aware of a city having confronted this type of situation, but it could occur.
- Legislative Attempt to Resolve Statutory Conflict. A 2012 legislative response to a 2006 state supreme court decision attempted to resolve this conflict, but it didn't do a good job of it. In *Interlake Sporting Ass'n v. State Boundary Rev. Bd.*, 158 Wn.2d 545 (2006), the court held that a boundary review board does not have authority under RCW 36.93.150 to add territory to an annexation; to do so would violate RCW 35A.14.140. The 2012 amendment to RCW 36.93.150(2) was, according the that legislation's bill report, in response to the Interlake Sporting Ass'n decision, and it authorized the boundary review board to add territory to an annexation as long as the amount of territory added does not exceed 100 percent of the original proposal. Although the legislature did not also amend RCW 35A.14.140 to authorize city councils to approve annexations that increase the territory in the petition in cases where the boundary review board has increased the territory under RCW 36.93.150(2), it must have intended that a board's authority under RCW 36.93.150(2) trumps the restriction in RCW 35A.14.140; otherwise, the 2012 amendment to RCW 36.93.150(2) would have been of no real effect.

Review by Review Board

• **Boundary Review Board** (RCW 36.93.090, .100). If a boundary review board has been established within the county, the annexation initiators must file a "notice of intention" with the board within 180 days of when the annexation is proposed. For purposes of petition annexations, an annexation is "proposed" when the annexation petition is filed with the city. See *Snohomish County Fire Protection District v. Boundary Review Board*, 155 Wn.2d 70, 79 (2005).

If the proposal is to annex territory of a fire district and/or library district, the city must provide notice to such district(s) of the proposed annexation simultaneously when notice of the proposed annexation is provided to the boundary review board.

The board may assume jurisdiction over the annexation if, within 45 days of filing the notice of intention, a request for review is made by:

- The city to which the annexation is proposed, the county within which the annexation is proposed, or any other affected governmental unit; or
- Petition of registered voters or property owners.

If jurisdiction is not invoked within 45 days, the proposed annexation is deemed approved.

The board must act within 120 days of the review request, unless the board and the annexation initiators agree to an extension. If no decision is made within 120 days and no extension is granted, the proposal is deemed approved.

For more information, see Review Boards.

• County Annexation Review Board for Code Cities (RCW 35A.14.220). The county annexation review board for code cities does not review annexations under the 60 percent petition method.

Effective Date of Annexation (RCW 35A.14.150)

The annexation, together with any provision relating to application of a proposed zoning regulation, is effective on the date fixed in the annexation ordinance. The relevant statute, RCW 35A.14.150, does not specify any date by which the annexation must be made effective. Note, however, that there are important timing issues as to when an annexation occurs with respect to when the city's property tax levy can be effective in the newly annexed area and with respect to receipt of state-shared revenues, sales tax, and, if applicable, sales tax equalization payments (see *Financial Impacts*).

Notice of Annexation (RCW 35A.14.150, 35A.14.801, 84.09.030)

For information on the notice that should be given following completion of the annexation process, see *Notice of Annexation* section in *Election Method, Initiated by 10 Percent Petition*.

City of McCleary Staff Report for Port Blakely Annexation 2021-01

Proposal: The proposed application is for annexation of 42.65 acres by 60 percent petition. The annexation area would be zoned as Single-Family Residential (R-1) per McCleary Municipal Code 17.16.070, provided on page 8 of this report .

Location: The 42.65-acre annexation area consists of a triangular shape parcel. The western boarder is the Summit Place 2 Plat and the eastern border is Puget Sound and Pacific Railroad and SR 108.

Property Identification Number: A portion of Parcel 180501110000.

Legal Description: THE NORTH HALF OF THE SOUTHWEST QUARTER LYING WESTERLY OF STATE HIGHWAY 108 IN SECTION 1, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN; EXCEPT THAT PORTION CONVEYED TO PUGET SOUND AND GRAYS HARBOR RAILROAD AND TRANSPORTATION COMPANY BY RIGHT-OF-WAY DEED RECORDED OCTOBER 14, 1890, IN VOLUME 22, PAGE 496, RECORDS OF GRAYS HARBOR COUNTY; SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

Applicable Standards: RCW 35A.14, McCleary Municipal Code (MMC) Title 17.

SEPA: Annexations are not subject to review under the Washington State Environmental Policy Act (SEPA).

Hearing: The McCleary City Council will conduct a public hearing on Wednesday, August 11th, 2021, beginning at 6:30 PM. The meeting will be conducted in person and virtually using the City's WebEx platform. A public hearing notice issued separately provides meeting connection information.

Exhibits

Exhibit A: Application Materials including GHC letter of Sufficiency

Exhibit B: Public Comments

Exhibit C: Engineering Reports

Exhibit D: Wildcat Creek Aguifer Final Report

Exhibit E: City of McCleary Comprehensive Land Use Plan

Exhibit F: Horsley Witten Report

Exhibit G: Hart Crowser Report

Exhibit H: Wildcat Aquifer Zoning Map, GHC Wetland Map, USFW Nation Wetlands Inventory

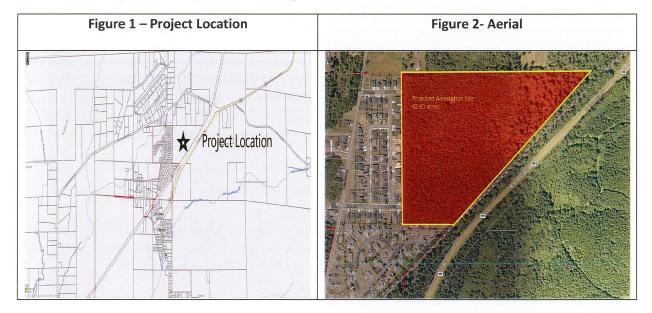
The applicant is proposing to annex approximately 42.65 acres into the city of McCleary. The annexation area does not include any right-of-way. All application materials are provided as Exhibit A and public comments are provided as Exhibit B. No development is proposed at this time.

The applicant previously submitted a 10% Notice of Intent to Annex (#2021-01), which was accepted by the City Council on July 14th, 2021 without modification.

Zoning and Comprehensive Plan Designation:

The property borders city limits to the west and south, which are currently in development as the Summit Place 1 subdivision and Summit Place 2 subdivision (annexed May 14th, 2003, Ord. 702). Land to the north is in Grays Harbor County and is currently zoned Rural Residential (RR) and G5 General. Land to the east is Puget Sound and Pacific Railroad and SR 108. See Figure 1.

All of the property is undeveloped and , See Figure 2.

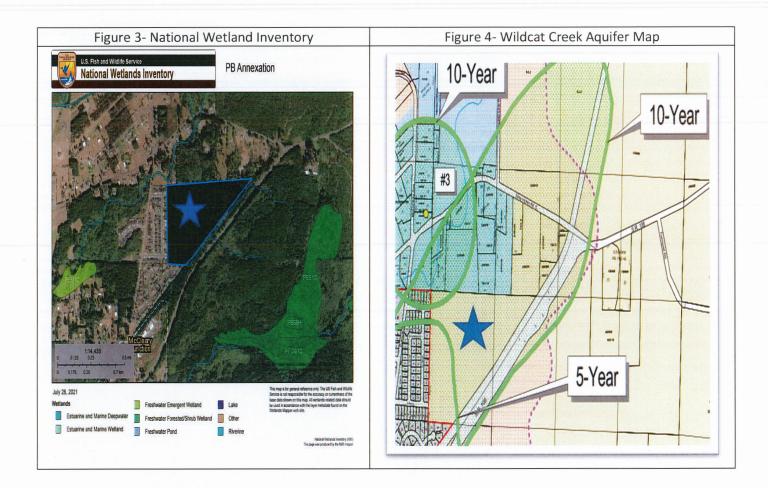


Utilities:

The City of McCleary Comprehensive Land Use Plan recommends requiring annexation as a precondition to extending sewer and water utilities. There is currently water, sewer, and power services available in Summit Place 2 plat that is adjacent to the parcel. Stormwater facilities will be provided by the applicant at the time of subdivision development. The city engineer, Gray and Osborne has a report attached to this document that has more details about the water and sewer utilities. BKI will have a report attached to this report for our power utility.

Critical Areas:

The annexation area does not contain any mapped wetlands or streams. An unnamed, non-fish-bearing intermittent stream (USFW Classification code: R4SBC) is located on the eastern border along the Puget Sound and Pacific rail line, see Figures 3. The one feature for critical areas within the annexation area is the critical aquifer recharge area. The property and general vicinity are located in a Zone 2 (5 year) and Zone 3 (10 year) of the wellhead protection area, see Figure 4.



Wildcat Creek Aquifer

Wildcat Creek Aquifer Final Report (Exhibit D)

The Wildcat Creek Aquifer is a naturally occurring, cost-free reservoir that provides clean, safe drinking water to several hundred individual domestic wells, three Group B public water system wells, and three Group A public water system wells, one of which is the City of McCleary's water system. As the only practical, abundant source of water in the vicinity, the Wildcat Creek Aquifer is a significant natural resource supporting the economy, health, and safety of residents of the City of McCleary and the surrounding unincorporated land under Grays Harbor County jurisdiction.

The City's Comprehensive Plan, adopted in 2002, has two objectives that are relevant for managing and protecting the aquifer:

- LU 2.1 Protect critical areas within the city: wetlands; areas with critical recharging effect on aquifers; fish and wildlife conservation areas; frequently flooded areas; and geologically hazardous areas.
- LU 2.3 Manage development so growth does not negatively affect the quality and quantity of groundwater and surface water.

These objectives are followed by Implementation Steps:

- Manage areas with development constraints by:
 - > Enforcing the city's critical areas ordinance.
 - Protecting Wildcat Creek as a Critical Area.
- Maintain water quality and quantity by:
 - Keeping the city's wellhead protection program current to protect the public water supply;
 - Developing and enforcing that protect the city's aquifer recharge areas;
 - Requiring new development in all zoning districts to be on the city sewer system to protect ground water quality;
 - Requiring new development to provide adequate stormwater management as specified and adopted by the City;
 - Adopting requirements for minimum removal of vegetative cover for reducing storm water runoff.

With the City's approval of Summit Place 1, Summit Place 2, and the Grange Plats in the City's recharge area not long after the Comprehensive Plan was adopted, the City's emphasis for aquifer management and protection is now focusing on the second set of implementation steps, those for maintaining water quality and quantity. Because the new homes in these developments are served by City water and sewer, the approach now is on maximizing recharge given the additional impervious surfaces and educating residents about proper use of pesticides and fertilizers.

Although the 2002 Comprehensive Plan did not anticipate the new growth along Summit Road, it did project that the City would encompass the developed area along Lynch and Larson Roads, presently zoned R2 - General Residential by Grays Harbor County. Both the Hart Crowser and Horsley Witten reports cite this area as one of concern because of the proximity of private on-site sewage systems to City wells, some of which are within the wells' one-year travel time capture zone.

Land Use Analysis:

City of McCleary Comprehensive Land Use Plan (Exhibit E)

The City of McCleary comprehensive land use plan contains policies related to annexation, and a copy of the plan is provided as Exhibit E.

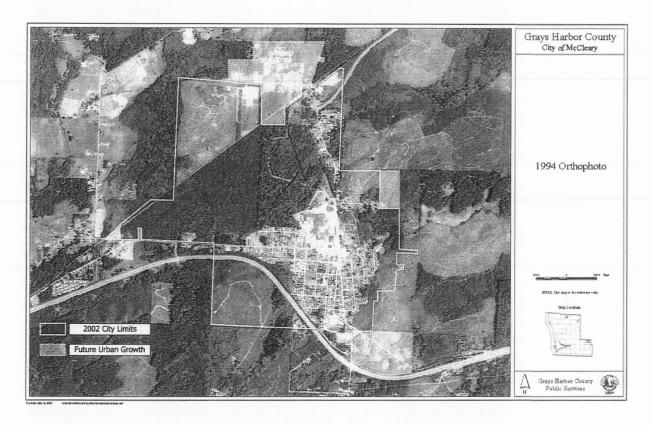
In general, the policies encourage the City to ensure that development occurs in an orderly fashion and that adequate public facilities can be provided to annexation sites, and to coordinate annexations with other agencies. The annexation area is located adjacent to city limits and development (e.g., the Summit Place 2 and Summit Place 1 subdivisions).

The Comprehensive Land Use Plan states the following:

- Annexation should be consistent with objectives stated in this plan:
- ► Figure 2 (below) shows those areas that the City will encourage annexation over the next 20 years. The City will consider other annexation requests on a case-by-case basis.

▶ All utilities for newly annexed areas should meet City standards.

Figure 2: Urban Growth Area



Therefore, the proposed annexation generally complies with the annexation objectives of the City's comprehensive land use plan.

PROCEDURES:

Annexations are subject to legislative review with final approval by the City Council. The applicant submitted an application for annexation by 60 percent petition on May 28th, 2021, and the application was certified as sufficient and was deemed complete on June 14th, 2021. The following schedule is from the Annexation by Washington Cities and Towns, June 2020, provided by MRSC.

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Comply with the rules for petitions in RCW 35A.01.040 (RCW 35A.14.130).

Filing of Petition; Determination of Sufficiency

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When a legally sufficient petition is filed, the city council may consider it and:

- Fix a date for a public hearing, and
- Provide notice specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation. The notice is to be:
- Published in one or more issues of a newspaper of general circulation in the city; and
- Posted in three public places within the territory proposed for annexation.

There are no statutory requirements concerning the actual hearing, other than to give proponents and opponents an opportunity to speak.

Decision (RCW 35A.14.140)

- Cities in Counties Having Boundary Review Boards. Since a code city in a county with a boundary review board may not annex territory without prior board approval (unless the board determines, for certain proposals, that review is not necessary, or the board's jurisdiction is not invoked), an annexation ordinance passed following a hearing but before board review cannot yet be effective. Consequently, cities in counties requiring action by a boundary review board, when they have not previously received review board approval, often first pass a motion or resolution of intent to annex. After review board approval, the formal ordinance is adopted.
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Effective Date of Annexation (RCW 35A.14.150)

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McCleary Municipal Code Title 17- Zoning

17.08.010 - General purpose.

The provisions of this chapter are the minimum requirements adopted to promote the health, safety, and general welfare of the city of McCleary. Such requirements are necessary to achieve the following specific purposes:

- A. Encourage land use decision-making in accordance with the public interest, protection of private property rights, and the public good, and applicable laws of the state of Washington;
- B. Protect the general public health, safety, and welfare and encourage orderly economic development;

- C. Implement the city of McCleary comprehensive land use plan goals and policies through landuse and other regulations;
- Provide for the economic, social, and aesthetic advantages of orderly development through harmonious groupings of compatible and complementary land uses and the application of appropriate development standards;
- E. Provide for adequate public facilities and services in conjunction with development; and
- F. Promote general public safety by regulating development of lands containing physical hazards and to minimize the adverse environmental impacts of development.

17.16.040 - Purposes of zoning districts.

A. The single-family residential (R-1) district provides for uses, structures, and activities compatible with neighborhoods consisting predominately of single-family dwelling units and designated manufactured homes.

17.16.070 - Annexed property.

A. Unless a different zoning classification is established pursuant to the provisions of subsection B of this section, all newly annexed territories shall assume the zoning district designation as shown in the future land use map of the comprehensive land use plan, or if not designated on that map, the R-1 district.

B. If the either the applicant for annexation or the city council proposes that the zoning after annexation is to be other than the classification which would be established by subsection A of this section, the public notice for the hearing on annexation shall include the requested or suggested zoning district. In the event that the council proposes a classification pursuant to this section, it shall notify the applicant in writing of that proposed classification. In that event, the applicant shall have until the commencement of the public hearing on the petition to withdraw the petition.

C. In the event that the alternative processes authorized by subsection B of this section are utilized, the zoning district specified in the annexation ordinance shall be the zoning classification of the property. That classification may be the specific zone indicated in the public notice or the presumptive zoning classification set out in subsection A of this section.

Chapter 17.24 - DENSITY AND DIMENSIONAL REQUIREMENTS

17.24.010 - Purpose.

The purpose of this chapter is to establish requirements for development relative to residential density and basic dimensional standards, as well as specific rules for general application. The standards and rules are established to provide flexibility in project design and maintain privacy between adjacent uses.

17.24.020 - Interpretation of tables.

- A. Section 17.24.030 contains the maximum density and minimum dimension standards for zoning districts.
- B. The table is arranged as a matrix format showing the required standard by zoning districts.

 Development standards are listed down the left side of the table and the zones are delineated across the top. The matrix cells contain the maximum density or minimum dimensional requirements for each zoning district. A blank box indicates that there are no specific

requirements. The presence of a letter accompanying a number means there are special development limitations or conditions. The development limitation with the corresponding letter immediately follows the table.

17.24.030 - Table of density and dimensional requirements.

Requirement	R-1
Maximum Net Density (Dwelling Units Per Acre)	
_1. Single-family dwelling	<u>6</u>
_2. Manufactured homes	
3. Designated manufactured homes	_6
_4. Multi-family dwellings	
Minimum lot area in square feet	7,200
Minimum lot width in feet	60
Minimum yard requirements in feet:	
_1. Front yard	20
_2. Rear yard	10
_3. Side yard	5
_4. Side yard abutting a street	15
Maximum building height in feet	35

PUBLIC COMMENTS

Prior to the public hearing, scheduled on August 11th, 2021, at 6:30 PM, City staff will be receiving both written and email public comments on the Notice of Application for the proposed annexation (Exhibit B). The written and email public comments will be included and made available to Council at the public hearing. Public comments will also be heard in person at the scheduled public hearing.

CONCLUSIONS

The review authority finds the applicant has sustained the burden of proving the application complies with the applicable provisions of the McCleary Municipal Code (MMC) and RCW 35A.14. Therefore, the subject application is recommended to be **APPROVED**, **SUBJECT TO THE FOLLOWING CONDITIONS**.

Land Use Conditions

- 1. Upon annexation, the annexation area shall be zoned R-1, in accordance with MMC 17.16.070(A).
- 2. Unless an agreement is made prior with the land owner, once annexed, the property shall be assessed and taxed by the City in the same manner as other similarly situated and zoned property within the city as of the effective date of the annexation ordinance.

Public Works and Engineering Conditions

There are no conditions of approval for Public Works and Engineering at this time. Conditions of approval related to access and utilities will be evaluated in the future when development is proposed.

Police, Fire and Rescue Conditions

There are no conditions of approval for police, fire, and rescue at this time, as development is not proposed. Conditions of approval for police, fire, and rescue, including emergency access, will be identified in the future when development is proposed.

RECOMMENDATION/MOTION

Staff recommends that the City Council approve the Port Blakely Annexation 2021-01 Annexation.

APPEALS

Annexation decisions of the legislative body are not subject to appeal (RCW 35A.14.130) The public record for this file is available at the McCleary City Hall, located at 100 S. 3rd Street, McCleary, WA 98557, between the hours of 8:00 a.m. and 4:00p.m., Monday through Friday.

3910 Martin Way E, Suite B Olympia, WA 98506 Phone 360.943.1599 Fax 360.357.6299 hattonpantier.com

TRANSMITTAL LETTER

		IKANOMIII	AL ELII	
TO:		Josh Cooper	DATE:	May 28, 2021
BUSINES	S/AGENCY:	City of McCleary	PROJECT NAME:	McCleary-Port Blakely Subdivision
ADDRESS: CITY, ST ZIP:		100 South 3 rd Street McCleary, WA 98557	AGENCY#: HGP PROJECT#:	21-028
COPIES	DATE		DESCRIPTION	
1	5/25/2021	HGP Check for \$416.00		
1	5/27/2021	Notice of Intention to Commer	nce Annexation Proce	edings
1	5/25/2021	Legal Description prepared fo	r Brogan Companies	
1	5/25/2021	11X17 Annexation Exhibit Mag)	
ITI	EMS TRANSM	IITT ED FOR : ☐ As Requeste	ed ⊠ Your Use & Info	
REMARK	S:			
	(360) 943-159	osed Annexation Request submitta 99 or via email to chrisc@hattonpa		tions, please contact Chris
FF	ROM: ———— Michel	relieble Brown le Brown for Chris Carlson, PM	O ₁	egular Mail mlb vernight ourier
CC		spondence File 21-028 n Companies		GP Delivery via ient pickup

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

TO THE CITY COUNCIL OF THE CITY OF McCLEARY

100 South 3rd Street., McCleary, WA 98557:

Requires 10% participation based on assessed value of all properties within proposed annexation area.

We, the undersigned, being owners of not less than ten percent in value of the real property herein described for which annexation is sought, hereby advise the City Council of the City of McCleary that it is our desire to commence annexation proceedings.

The property herein referred to is described on Exhibit "A" attached hereto and is depicted on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of McCleary set a date not later than sixty (60) days after the filing of this request for a meeting with the undersigned to determine:

- 1. Whether the City Council will accept, reject, or geographically modify the proposed annexation; and,
- 2. Whether the City Council will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed for the area to be annexed as provided for in RCW 35A.14.330 and 35A.14.340; and,
- 3. Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

Said property is now in Grays Harbor County. We wish to have this property annexed into the City of McCleary and are willing to assume our fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan.

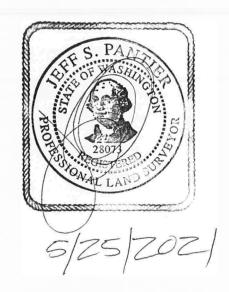
(Names of petitioners should be in identical form as the same appear of record in the chain of title to the real estate.)

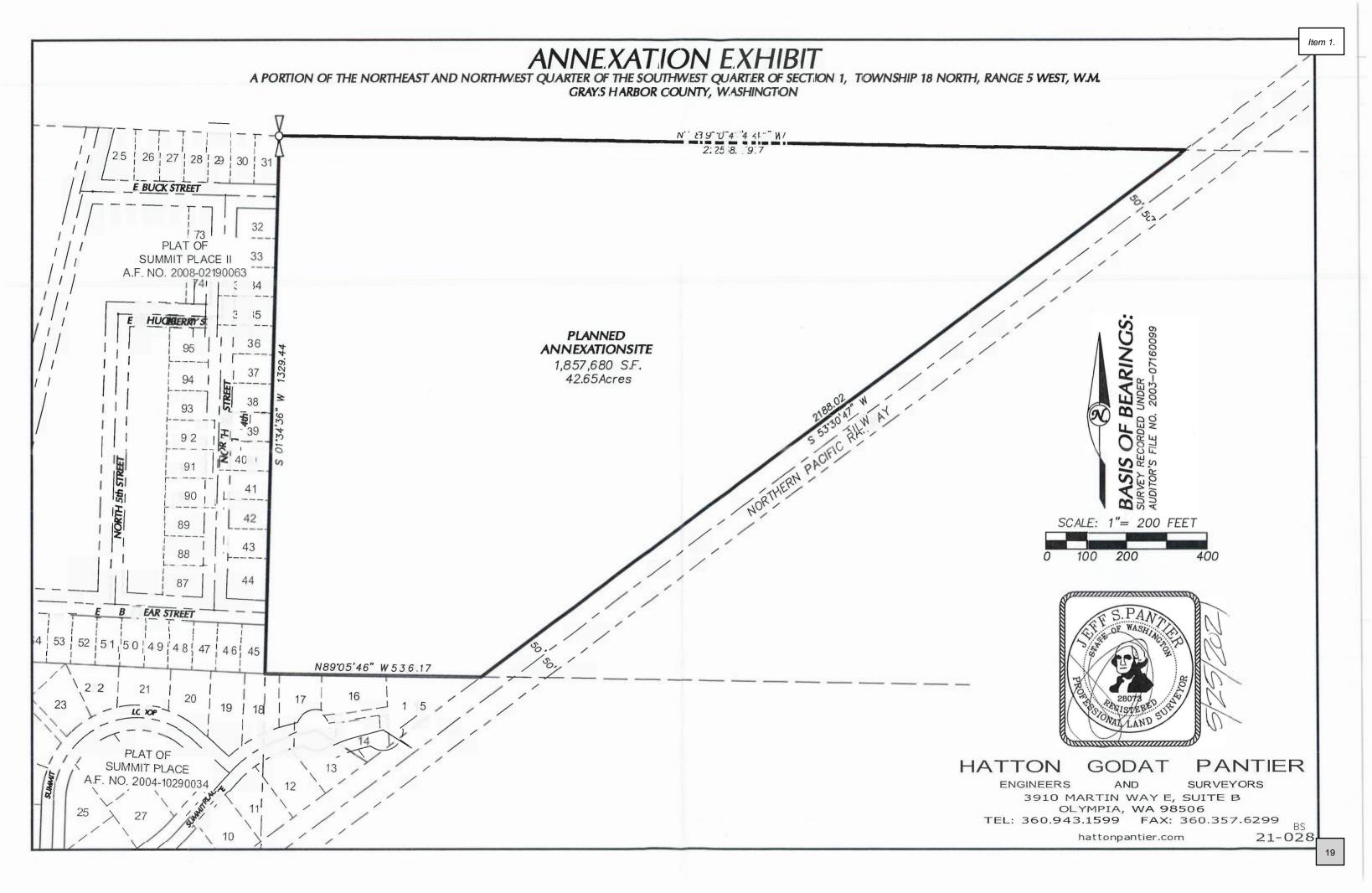
Mike Wayone
OWNER'S SIGNATURE
Port Blakely Tree Farms (Limited Partnership), a
Washington limited partnership
By The Port Blakely Company, its General Partner Mike Warjone, President. Forestry Division
PRINTED NAME
Land only knowns as SUMMIT 40, Montesano WA 98563 SITE ADDRESS 5/27/2021
DATE
Assessor's Parcel#:180501110000
Approximate # of acres: 40

-DocuSigned by:

DESCRIPTION PREPARED FOR BROGAN COMPANIES (ANNEXATION CITY OF MCCLEARY) HGP #21-028

THE NORTH HALF OF THE SOUTHWEST QUARTER LYING WESTERLY OF STATE HIGHWAY108 IN SECTION 1, TOWNSHIP 18 NORTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN; EXCEPT THAT PORTION CONVEYED TO PUGET SOUND AND GRAYS HARBOR RAILROAD AND TRANSPORTATION COMPANY BY RIGHT-OF-WAY DEED RECORDED OCTOBER 14, 1890 IN VOLUME 22, PAGE 496, RECORDS OF GRAYS HARBOR COUNTY; SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.





Item 1.

OFFICE OF ASSESSOR

100 West Broadway, Suite 21 Montesano, Washington 98563



DAN LINDGREN ASSESSOR Phone(360)249-4121 www.co.grays-harbor.wa.us

COUNTRY GRAYS HARBOR

STATE OF WASHINGTON

I affirm that I ran the legal description and the signatures of the owner of the area to annex by the City of McCleary. This includes the below parcel and legal description located in Section 1, Township 18 North, Range 5 West, w.m.

Parcel# 180501110000

Legal Description

The North Half of the Southwest Quarter Lying Westerly of the State Highway 108 in section 1, Township 18 North Range 5 West of the Willamette Meridian

The ownership on this parcel is Port Blakely Tree Farms. The signatures on the annexation petition represent at least 60% of the area of land included in the annexation petition as required by RCW 52.04.031.

6-9-21

Dan Lindgren

Grays Harbor County Assessor's Office

Assessor

(360) 249-4121

McCleary Annexation 2021—01 - Comments for public hearing

- -These comments are intended to help the City of McCleary understand the recently approved Streamflow Restoration plan in the context of the city's future water use
- -Chehalis Basin Partnership is a coalition of interests in water in the Chehalis River Basin. City of McCleary is a member who participated in this process
- -Our work between 2018 and 2020 was to come up with and then adopt a Streamflow Restoration Plan in accordance with RCW 90.94
- -The Plan identifies ways to offset the impacts to streams from drilling "permit exempt wells," which are rural residential wells that are hydrologically connected to adjacent streams.
- -While the new annexation and potential subdivision may connect into City water, assuming both sources tap into the same aquifer, it will still have an impact on the aquifer and connected systems
- -Wildcat Creek and the Cloquallum system:
 - -Low flows in the summer are already a problem for fish Our salmon restoration and preservation plan (2011) identified low flow as one of the top concerns limiting fish productivity
 - -Groundwater aquifers and streams are connected. More groundwater pumping contributes to lower amounts of water in streams for fish
- -The City of McCleary identified some project ideas for "offset" projects. There may be extra incentive to implement these given the expected impact on this aquifer if the annexation goes through whether by "exempt" wells or city water.
- -Some relevant projects include a proposed channel remeander in a near-by area, and stormwater management to increase groundwater infiltration/recharge.
- -Additional water conservation measures possible for this area are "low impact development," Stormwater infiltration and xeriscaped landscaping.
- -A statewide funding source through Ecology's Streamflow Restoration program would provide the City or other interested sponsor with funding to plan for these projects.
- -In summary, development, water use, and streamflow in adjacent streams are connected. This area is growing. Now is a good time to proactively think about how to recharge the aquifer and protect the ecological and community values of local streams.

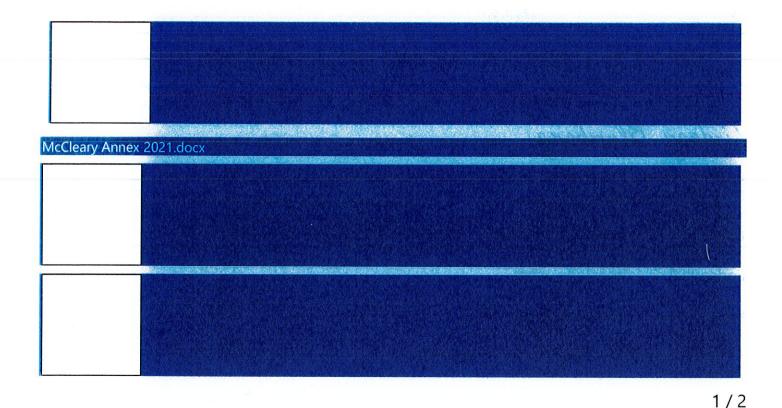
Kirsten Harma

Watershed Coordinator

Chehalis Basin Partnership & Chehalis Basin Lead Entity

From: Melissa Pascal < teeliner1990@icloud.com > Sent: Wednesday, August 11, 2021 11:04 AM

To: Josh Cooper < joshc@cityofmccleary.com > Subject: Fwd: McCleary Annex 2021.docx



8/11/2021
Annex Meeting of the tree farm

Dear Honorable City Council & the City of McCleary,

5 months ago, my family purchased the property at 1554 N. 4th Street, McCleary WA. We chose this property because of the community in McCleary and the peaceful location with the understanding that the tree farm would not be annexed behind our home. We have enjoyed all the wildlife that visit our backyard such as birds, chipmucks, rabbits, coyotes, frogs and raccoons that we have seen so far. We respect the nature and appreciate the serenity that is behind our home.

We saved and planned for 3 years to be able to afford to move to McCleary and to be in this neighborhood area. We have worked very hard to become homeowners and our family was blessed that our current home was available. We love our neighborhood and our neighbors. We are proud to say that we live in the community of McCleary.

My family and our neighbor that border the current annex proposal were stunned and upset that this would even be a thought to do such a large development. Our roads in our small community will not sustain the traffic that this proposal is trying to pass by you, our City Council. The

Item 1.

construction companies traffic alone will tear up our road, bring loud and disturbing noise to our quiet community and much more. After our home was built, the garbage and drug paraphernalia alone were disturbing and unsettling. These contracting companies do not care how they leave the land. If we were not checking on the progress of our property the garbage would have been much larger such as poured piles of cement that they tried to cover with soil, marijuana joint containers, tin cans, plastic bottles to name a few. There seems to be no one held responsible for who is allowed to build and making sure that your community members are not taken advantage of. Our home and the next-door neighbor are still in a fight for the work that was done, we are losing our front porch because of the poor workmanship with the cement, the back steps are doing the same. If you allow these companies to come in and sell homes, there should be a partial responsibility set upon your shoulders that you allowed these companies to come into our community to take advantage the working-class families that can afford these homes. Will you take on this responsibility if you move this annex forward. Will you protect the community and let us not forget the environment that we come to love? Will we be able to come to you to uphold the common decency and respect of our neighborhood when you allow these companies to come into our community?

Here are our concerns:

- 1. How will you upgrade the road system out in our community if you are allowing this annex to go through?
- 2. How will you upgrade the infrastructure for possibly 500 more people int his tiny community?
- 3. How will you upgrade and expand the schools?
- 4. How will you expand the police and fire department for 500+ more citizens?
- 5. How will you upgrade the utility department?

2/2

- 6. How will you reroute the entrance to this new annexed area so that it is not just through our little community?
- 7. How will you bring in more services to McCleary for this housing boom that you are proposing?
- 8. Will this annex stay residential or you going to allow for commercial building?
- 9. How will you protect the wildlife that is living in this proposed annexed area?

Here are our proposals:

- 1. Greenbelts separating the current citizens from the proposed annex.
 - o a. Greenbelts held (plot size) in protection for 10+ years then revisit this.
 - b. If you are not allowing for greenbelts, then allowing the homeowners to buy a plot or partial plot that is connected to their property at a fare and market price before allowing it to be sold to contractors.

2. Park/s must be part of the planning for this area.

Item 1.

- 3. Rerouting all in and out traffic & construction of this community to come from E Elma Hicklin Road and N Summit Road/hwy 108.
- 4. Due to more traffic true stop lights in all major crossing with crosswalks for the safety of all communities, round abouts.
- 5. ADA Sidewalks installed on all streets (neighborhoods & in the city of McCleary) for the safety of our communities.

Thank you for considering our proposals and your diligence in keeping our community special and safe for your citizens and children.

Melissa Pascal & Brad Beadle 1554 N. 4th Street, McCleary WA 98557

cc. All Neighbors effected by this proposal

Begin forwarded message:

From: Melissa Pascal < teeliner1990@icloud.com > Date: August 11, 2021 at 11:00:04 AM PDT

To: Melissa Pascal < teeliner1990@icloud.com >

Subject: McCleary Annex 2021.docx

https://evergreen0-

my.sharepoint.com/:w:/r/personal/mel p evergreen edu/ layouts/15/guestaccess.aspx?email=pascal m%40evergreen.edu&e=4%3AsZm5Vn&at=9&share=ESqAdUWQ3Y5BnxA4cdPRmasB44OjHeDQaa htO7cQKbTEA

Lindsay Blumberg

From:

Josh Cooper

Sent:

Wednesday, August 11, 2021 4:18 PM

To:

Lindsay Blumberg

Subject:

Fw: Comments re Port Blakely Annexation August 11 2021

From: Marina K <makai32@outlook.com>
Sent: Wednesday, August 11, 2021 4:12 PM
To: Josh Cooper <joshc@cityofmccleary.com>

Subject: Comments re Port Blakely Annexation August 11 2021

Hi Josh.

Just in case technical difficulties prevent me from speaking at tonight's hearing....Thanks much, Marina Kuran on the Elma Hicklin Rd

Warmly, Marina

I have no problem with the City annexing the proposed parcel ...or the one behind the park. My concern is how all this development will be handled. We're talking 126 homes with this proposal and another 160-206 behind the park. That's about 300 or more homes. Is it sustainable? Will the developer do it responsibly? How will this be determined? For example, who does Kevin Trewhella consult with regarding best practices for the aquifer and how often? Any local hydrogeologists? Many new homes are popping up not just within the City but just outside of it. Development, water use and streamflow are interconnected. We need to proactively plan for the future...how we're going to protect the aquifer and other natural resources, including our streams and the fish that live in them. It's a package deal that ensures the overall quality of life for all. I assume that's why most of us are here...we prefer the rural life to the city life. I for one don't want to see this area become another Olympia. We also need to think about the impact of all this growth on the infrastructure. For example, for every 300 new homes, we're looking at least 600-800 more vehicles.

For those of us who live in the Cloquallum basin, The Wildcat Creek Aquifer is our only source of water. We don't have multiple sources like Olympia. Our aquifer is also a contained one which means it's a lot more vulnerable to contamination. Whatever contaminants get on the ground eventually get into the aquifer. Then there's supply. The aquifer can't recharge if we keep paving over it...especially the critical recharge areas. This is even more urgent in the summer months when the water table plummets yet the demand for water goes way up. Lawns for example suck up a lot of water. If we're not careful, we end up with a net deficit, especially considering how much longer, drier and hotter our summers are getting. It also puts a huge stress on fish. More demand on the ground water means less water in the streams means trouble for fish. My husband and I walk beside the Chehalis River in Elma at least twice a week and the level now compared with just 3 or so months ago is beyond scary....I'm

talking about a 10' or so drop. According to the Chehalis Watershed Mgmt Plan updated just last February, our area is projected to have the most development in the entire county in the next 20 years. Yet we currently have no projects planned to offset our water consumption.

Item 1.

Bottom line is that even though this is a City of McCleary hearing, the Aquifer doesn't give a fig whether you live within the City's boundaries or just outside of it on the Prairie. What each of us does or doesn't do affects everyone else. Yet when it comes to protecting this precious resource, the City of McCleary and Grays Harbor County haven't been on the same page. There needs to be collaboration starting now so the future will be sustainable not just for us but for the ecosystem that sustains us. If we don't act responsibly now, we may end up with devastating, irreversible and pricey consequences down the road. We can start by moving forward with low impact development practices such as stormwater infiltration and storm ponds, ensuring that new homes are built with low water landscaping, allowing existing lawns to brown out in the summer months, and in general conserving water and being mindful of what chemicals we use in our homes and yards. It also includes designating good size protected areas. Funding for water offset projects is still available through the Dept of Ecology's Streamflow Restoration program.

Todd Baun

From:

Christine Belcher <cbelcher84@comcast.net>

Sent:

Wednesday, August 11, 2021 5:42 PM

To:

Todd Baun

Subject:

Public Comment For Annexation Hrg 8/11

I am hereby submitting my comment against the proposed Port Blakely annexation set for hearing today. I live near the property in question. The annexation would be totally inappropriate. We have a sole source aquifer that supplies everyone in mccleary and surrounding properties. This aquifer was determined to be at risk in several ways by the Hart Croser and Author reports. Neither the city nor the county has taken any steps toward protection of our water as evidenced by the failure to follow through on the recommendations of those reports. We need testing done on our water sources to see if they are reducing. We can't keep allowing irresponsible development or we're all going to end up with worthless properties that have no water.

The proposal is for 6 houses per acre. Allowing that level of development is not only irresponsible but completely negligent since no testing has been done on the effects of all the new developments that have already been put in. If the city approves this, all they are doing is showing they dont care about our water supply. We have to stop new developments like this until the city can prove our water isn't already at risk. For all we know we might already not have enough water to go around. All recommendations of prior water studies should be completed and testing maintained before something like this is allowed. We should not be developing at the detriment of people who live here. If our water isn't protected, our town and the land around will be worth nothing. Just ask Flint Michigan.

We should not allow this annexation.

Christine Townsend



August 10, 2021

Mr. Todd Baun
Director of Public Works
City of McCleary
100 South 3rd Street
P.O. Box 777
McCleary, Washington 98557

SUBJECT:

REVIEW OF PORT BLAKELY ANNEXATION

CITY OF MCCLEARY, GRAYS HARBOR COUNTY, WASHINGTON

G&O #21249.00

Dear Mr. Baun:

We have reviewed the Port Blakely Annexation information provided by your email dated July 15, 2021 and provide the following information regarding the determination of direct impact as outlined in MMC Section 3.36.020 below.

- A. Before any development is given the required approval or is permitted to proceed, the official, board or body charged with deciding whether such approval should be given shall determine all impacts, if any, that are a direct consequence of the proposed development and which require mitigation, considering, but not limited to, the following factors:
 - 1. Predevelopment versus post development demands upon city streets, sewers, water supplies, drainage facilities, parks, playgrounds, recreational facilities, schools, police services, fire services, and other municipal facilities or services;

Post development demands from The Port Blakely Annexation are not anticipated to negatively impact the City's current street, water, or wastewater capacities.

2. Likelihood that a direct impact of a proposed development would require mitigation due to the cumulative effect of such impact when aggregated with the similar impacts of future development in the immediate vicinity of the proposed development;



Mr. Todd Baun August 10, 2021 Page 2

Significant sized future developments will require the evaluation of sewer pipe capacity along Summit Road.

3. Size, number, condition and proximity of existing facilities to be affected by the proposed development;

None anticipated.

4. Nature and quantity of capital improvements reasonably necessary to mitigate specific direct impacts identified as a consequence of the proposed development;

No direct impacts to existing facilities are anticipated.

5. Likelihood that the users of the proposed development will benefit from any mitigating capital improvements;

Not applicable.

6. Any significant adverse environmental impacts of the proposed development;

None anticipated. Serving this property with stormwater facilities and City wastewater collection and treatment facilities will reduce the potential of impacting the water quality of the Wildcat Creek Aquifer.

7. Consistency with each of the city's comprehensive plans and subparts;

This annexation will require a change to the City's water and wastewater service area boundaries.

8. Likelihood of city growth by annexation into areas immediately adjacent to the proposed development;

There is undeveloped land adjacent to this property that may desire annexation into the City at some future date.

9. Appropriateness of financing necessary capital improvements by means of local improvement districts;

Not applicable.



Mr. Todd Baun August 10, 2021 Page 3

10. Whether the designated capital improvement furthers the public health, safety or general welfare;

As stated in item 6 above, serving this property with stormwater facilities and City wastewater collection and treatment facilities will reduce the potential of impacting the water quality of the Wildcat Creek Aquifer.

11. Any other facts deemed by the city to be relevant.

Not at this time. Further evaluation of utility extensions and roadway connections will be performed if/when development proposal documents are submitted to the City for review.

B. The cost of any investigations, analyses or reports necessary shall be borne by the Applicant.

Thank you for the opportunity to provide these comments. Please contact me if you have any questions or comments regarding this matter.

Sincerely,

GRAY & OSBORNE, INC.

Jon Hinton, P.E.

JH/sp





MEMORANDUM

Project No.: MC21-000

Date: 08/11/2021

To: Todd Baun

From: Matthew Springer

Cc: Eddie Jackson, Guy Colpron

Subject: City of McCleary Impact Report

City of McCleary has requested BKI Engineering Services to create a system direct impact report for the annexation of a 150-200 home subdivision and the potential development project of the Sunset subdivision. These two projects will be a load addition to the McCleary Substation on the 12-2 North feeder. Using a pre-existing Windmil model of the McCleary system, it indicates that there are existing under-voltage issues in the loads North of and on Elma Hicklin Rd W.

The Port Blakely annexation subdivision load was added to the system. We have estimated that each home would add 1 ampere (A) for the average load and 2A for the peak load to the McCleary system. Using the 1A load per home, the model indicates that there will be an increase in under voltage issues in the Northern load and it will create issues in the Southern load. The new load will cause the power factor to drop below optimal values on the main feeder line. The new subdivision addition will increase the main feeder lines current to be above the recommended 70% current carrying capacity for the existing line sizes. The addition of this annexation will create the need to upgrade the main feeder line and the need to purchase new equipment to correct the power factor on the system.

The Sunset subdivision load was added to the system with the Port Blakely annexation load. With the addition of both loads with the 1A load per home, the model indicates there will be an undervoltage throughout the whole system. The Sunset subdivision addition will overload the main feeder line and increase the current on the line down to the Sunset subdivision to be above the 70% current carrying capacity for that line size. The power factor on the main line and down to the subdivision will decrease below optimal values. The upgrades that will be needed for the addition of both loads will be an increase in the main feeder line size and the lines going to both loads, purchase new capacitor banks to address the power factor and voltage regulators for the undervoltage problems, and possibly an upgrade in the substation main transformer depending on the existing load for all three feeders.

WILDCAT CREEK AQUIFER

HYDROLOGY, REGULATORY ALTERNATIVE, AND RECOMMENDATIONS - FINAL REPORT

Prepared for:

Grays Harbor County and The City of McCleary

Prepared by:

Jim Arthur 1825 Lenox Court NW Olympia, WA 98502 360.357-7044

and

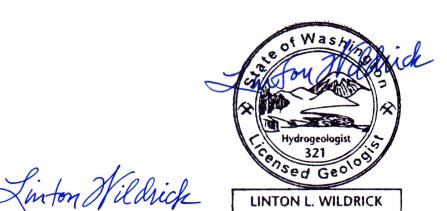
Pacific Groundwater Group 1627 Linwood Ave SW Tumwater, Washington 98512 360.570.8244 www.pgwg.com

June 13, 2008

SIGNATURE

This report was reviewed by the undersigned and approved for release.

Jim Arthur Consultant



Linton Wildrick

Associate Hydrogeologist Pacific Groundwater Group

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	Hazardous Chemicals				
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Part 1 – Hydrogeology and Existing Development

Introduction

The Wildcat Creek Aquifer is a naturally occurring, cost-free reservoir that provides clean, safe drinking water to several hundred individual domestic wells, three Group B public water system wells, and three Group A public water system wells, one of which is the City of McCleary's water system. As the only practical, abundant source of water in the vicinity, the Wildcat Creek Aquifer is a significant natural resource supporting the economy, health, and safety of residents of the City of McCleary and the surrounding unincorporated land under Grays Harbor County jurisdiction.

Because of uncertainty about how future development could affect this indispensable water supply, on February 12, 2007, the Grays Harbor County Board of County Commissioners declared a moratorium on development of land above the Wildcat Creek Aquifer and extended it twice. The current extension expires on August 12, 2008.

While the moratorium has been in effect, County and City officials have been working together to learn more about the aquifer and how to protect it. In 2007 they were assisted by Dan Cappellini of Evergreen Rural Water, which is headquartered in Shelton, and Scott Horsley and his associates at the Horsley Witten Group, a ground water and planning consulting firm from Massachusetts. The Washington State Department of Health paid for Horsley Witten's assistance through a contract with Evergreen Rural Water.

The County and City hired consultant Jim Arthur from Olympia to coordinate their partnership and to prepare this report. The report describes what is now known about the Wildcat Creek Aquifer and recommends actions for its protection and management. The Washington State Department of Community, Trade, and Economic Development funded the report through an Emerging Issues Grant, with matching funds from the County and City. Linton Wildrick, a licensed hydrogeologist with Pacific Groundwater Group, Tumwater, assisted Mr. Arthur in the preparation of this report.

Hydrogeology of the Wildcat Creek Aquifer How the Aquifer Was Formed

Wildcat Creek Aquifer is a semi-confined aquifer located within sedimentary deposits that partly fill a northeast-to-southwest oriented valley. The nearby hills are composed of basaltic and sedimentary bedrock. The aquifer material consists mostly of sand and gravel that are fragments of rocks from the southeastern Olympic Mountains and the northern Cascades.

The aquifer-containing sediments were carried to the Wildcat Creek Valley by an advancing glacier of the Double Bluff glaciation period. As the glacier moved toward the valley, streams flowing out of the glacier's melting end deposited these "advance outwash" sediments at least 100,000 years ago. As the glacier then advanced into the valley, it over-rode the advance outwash materials and deposited glacial till beneath the ice. Commonly called hardpan, till is a mixture of clay, silt, and gravel, with some sand. Though saturated with water like the outwash below, till is far less permeable and usually does not yield water readily to wells.

The Double Bluff glacier stopped at the southwestern end of the valley, pushing up a terminal moraine of sand and gravel. That is partly why the three branches of Wildcat Creek converge where they do. More than 100,000 years later, the final Ice Age glaciation, called the Vashon stade of the Frasier glaciation, advanced again toward the southwest. It stopped in the upper reaches of the Skookum Creek watershed and deposited only a thin veneer of advance and recessional outwash over the old till in the Wildcat Creek Valley. Since then, modern streams have eroded channels through the glacial materials and deposited minor pockets of sediments along the channels. So, looking at the valley in cross-section:

- At the bottom is bedrock basalt to the east and south, sandstone to the west and north.
- Above that is the advance outwash, up to 75 feet thick the aquifer layer that contains the productive water supplies.
- Above that is the till, an aquitard, which varies from as little as 10 feet to as much as 40 feet.
- Above the till is a thin (5 feet or less) discontinuous veneer of Vashon outwash.
- On top are recent alluvial sediments, deposited by running water along Wildcat Creek and its tributaries during the 13,000 years since the last Ice Age.

Only One Aquifer

Previous reports written about Wildcat Creek Aquifer are correct in assuming the presence of a confining layer in the northeast portion of the aquifer. Pacific Groundwater Group's analysis has concluded that the confining layer is till and that it extends throughout the aquifer. The only significant aquifer resides within advance outwash material beneath the till, not in thin or absent outwash material at the surface or deeper in the main aquifer.

- There is only one aquifer.
- Both shallow domestic wells and slightly deeper City wells are drilled through the overlying till into this aquifer.
- The semi-confining effect of the till accounts for the upward pressure in the City wells.
- While some recharge comes from the surrounding hillsides, most recharge percolates down from precipitation falling directly on the land surface overlying the aquifer. There is little contribution via fractures in basalt.

 Because of its silty or clayey matrix, the till delays the percolation of rainwater down to the aquifer. That delay provides some protection against aquifer contamination but also lowers the recharge rate.

To develop this understanding of the aquifer as a whole, Mr. Wildrick examined all 200-plus well logs for the area. By contrast, Hart Crowser interpreted 67 logs, most of them located in the northeastern part of the valley, the more relevant area to analyze for a study that focused on the City's wellfield. Mr. Wildrick also spoke with Robert L. Logan, the geologist who most recently mapped the local geology for the Department of Natural Resources (Logan, R. L. 1987.)

In analyzing these well logs, what puzzled Mr. Wildrick was that the drillers all noted the presence of yellow clay, gravel, and "hardpan," the driller's term that usually means glacial till. Till is formed by the weight of ice, and the yellowish color, a sign of iron oxide, means that a deposit has weathered for a long time. Mr. Logan explained that the outwash that makes up the aquifer came not from last Ice Age advance, as had been assumed, but from the next-to-last advance. Because it has been more than 100,000 years since the Double Bluff advance deposited the till, ample time has passed for deep weathering to have occurred in the area's wet, maritime climate.

Though precipitation percolates through the till to recharge the aquifer in the advance outwash layer, the till does act as a semi-confining layer. Mr. Wildrick determined that the confined water level (the piezometric head) usually occurs above the top of the confined aquifer and about 5 to 20 feet below land surface, but never above land surface, which would make it artesian. He also noted that a water table occurs within the surficial Vashon outwash or Double Bluff till at a slightly higher level than in the Wildcat aquifer and may reach the surface during winter, forming seasonal wetlands.

The water table and piezometric water levels can be readily explained by the hydrodynamic balance of local recharge from precipitation as it percolates downward through the less permeable till into the much more permeable outwash, where it then flows down the valley or toward the creeks. Additional recharge by surface water from the surrounding hills is not required to explain the head distribution. The computer model used by Hart Crowser confirmed this conceptual interpretation by reproducing the head distribution and flow pattern in the northeastern part of the valley.

Finally, the very thin outwash and uppermost weathered till do not constitute an aquifer; no known wells tap these deposits. A few wells appear to tap thin, discontinuous, permeable lenses of sand and gravel within the till. These lenses could be called aquifers in the strict sense of the scientific term, but are insignificant in volume compared to the Wildcat Creek Aquifer and so do not constitute a second, independent aquifer of importance to our considerations.

Learning More about the Aquifer and Safe Yield

Fieldwork by the Horsley Witten Group in 2007 indicated that groundwater from the Wildcat Creek aquifer is discharging to the branches of Wildcat Creek. Groundwater

discharge to streams, called baseflow, is the natural source of streamflow during the dry months in western Washington. Monitoring streamflow below the confluence of the three branches would make it possible to estimate the average annual recharge of the aquifer. In other words, each year there is an approximate balance between the amount of water that is recharged and the amount that drains away to the streams; otherwise the groundwater level would rise or fall in the long-term.

Streamflow monitoring could be accomplished with a simple staff gauge that would be observed weekly or even monthly, coupled with several flow measurements each year, using a current meter on a wading staff. Monitoring need only be done during the dry season (June through October), since most water in the creeks would then be baseflow from groundwater. Several years of streamflow monitoring would improve the estimate of groundwater recharge, because recharge varies with the weather.

It would also be useful to monitor water elevations in various locations in the aquifer. Monitoring levels in two or three wells would be sufficient. For example, one of the unpumped City could be monitored along with one or two newer, private wells. One should only monitor wells for which a driller's construction log is available, because the depth and geology must be known for the results to be meaningful. Depth-to-water measurements in wells usually are done with an "electrical tape" (e-tape), consisting of a coaxial cable on a reel, with depth markings on the cable and an indicator needle. Initially monitoring should be done monthly, but once the typical seasonal pattern is known, the monitoring can be cut back to quarterly or half-yearly.

In especially dry years, well owners may be concerned about whether their water supply will be depleted. Historic data on water levels compared to annual rainfall could then help water managers and governments compare current conditions to the past.

Another long-term benefit of combined streamflow and groundwater level monitoring would be improved understanding of the specific dependency of Wildcat Creek on baseflow from the aquifer. Pumping groundwater always reduces baseflow to some extent. The tough questions one must answer to define "safe yield" for an aquifer are how much effect on streamflow and other wells is acceptable to the community and to regulatory agencies. Also, if the City needs additional water rights, the monitoring results would permit more accurate estimates of the effects of new pumping, as is routinely required by Department of Ecology.

Development in the Valley

Unincorporated Area

Approximately 250 parcels in the unincorporated part of the valley have houses on them. Forty-five houses do not have on-site sewage disposal permits but are assumed to have on-site sewage systems. The County issued 171 permits for on-site systems before 1995, and has issued 74 permits since then. The new standards that took effect in 1995 have resulted in the construction of a greater number of pressure distribution systems, and there are now about 50 such systems in the valley. County records show that 13 on-site

systems have been repaired in the valley, a number that may be low since repairs before 1980 may not have been recorded.

There are fewer individual wells than on-site sewage systems because of homes served by the six public water system wells: Two Group B wells (Olin 330 & Sky Acres) and one Group A well (Pit Co 328) in the northeastern portion of the valley; one Group B well (Wintercreek MHP) and one Group A well (Forrestview Senior 55+ community) in the southwestern portion of the valley; and the City of McCleary's water utility, which serves four homes located outside City boundaries on Larson Road.

Approximately two-thirds of the unincorporated area is presently zoned for 5 acre or larger lot sizes. The remaining one-third is R2 – General Residential and RR – Rural Residential.

The minimum lot size in the RR zone is one acre, provided that various conditions are met. As a practical matter, however, County requirements for distances between on-site sewage systems and wells suggest that the actual minimum lot size would be between one and two acres. (The County requires a setback of 100 feet from the edge of an on-site system's soil dispersal component and a set-aside area for a reserve drainfield. Also, wells must be 50 feet from any sewage tank and distribution box, sewer line, and non-perforated distribution pipe.)

In the R2 zone, the minimum lot size is 10,000 square feet for a single family home, or 11,500 square feet for a duplex, provided that (1) the area is within the designated urban service area of a city, town, water, or sewer district or (2) the area is adjacent to a city or developed area and has an adequate public water system and either an adequate public sewer system or is suitable for the long-term use of on-site septic systems at the permitted density.

Under current zoning, the build-out potential above the aquifer and within County jurisdiction is an additional 400 to 500 homes on individual, on-site sewage systems, for a total of approximately 650 to 750 residences.

City of McCleary

Approximately one-third of the aquifer lies within the City of McCleary, including the downtown commercial district and the Simpson mill. The land in the very center of the aquifer is zoned industrial but, except for the 14-acre site of a former pole yard, is undeveloped. Port Blakely operated the pole yard for several years but only to peel poles, which were then shipped to another company for treatment.

In recent years the City has annexed northward along Summit Road and approved subdivisions for the construction of approximately 125 homes, all of which will be located within this report's recommended City wellhead protection area. The 2007 estimated City population is 1,550.

Risks to Wells

On-Site Sewage Disposal

The primary source of potential contamination in the Wildcat Creek Aquifer is on-site sewage systems. In much of the portion of the aquifer under County jurisdiction, the risk to wells is low because of the current low density of development. The more significant risks to manage for are those associated with wells of the group public water systems, including the City of McCleary, and individual wells in the R2 and RR zones that may be located too close to improperly functioning, on-site sewage systems.

Hazardous Chemicals

The Hart Crowser report listed potential contamination sites for hazardous materials upgradient to the City wells. That list was updated in the City of McCleary's *Wellhead Protection Plan* (Cleveland, 1999.)

Monitoring Private Wells

One unknown about the aquifer is the quality of water in the several hundred private wells. The risk presumably would be for wells receiving water from failed on-site sewage systems. A program to check the quality of private well water should test for nitrate, at a minimum. Caffeine and methylene blue substances (used in detergents) also are relatively inexpensive to detect and their presence can indicate an impending problem.

An initial round of tests would establish the background concentration of these substances. There is always some nitrate from natural sources, but caffeine and methylene blue substances should not be detectable. Subsequent testing could then focus on areas downgradient from and close to housing developments having a relatively dense concentration of septic systems. Retesting once every few years likely would be adequate.

Previous reports (Hart Crowser and Horsley Witten) have recommended extending public water and sewer to houses on Lynch and Larson Roads, immediately north of the City wells. Monitoring private wells in this area could reveal whether, in fact, on-site sewage systems there are causing a problem.

Wellhead Protection Areas

The City of McCleary's Time-Related Capture Zone

Hart Crowser conducted a capture zone analysis to determine areas where the McCleary wellfield is most vulnerable to land use impacts. The analysis used a numerical modeling method, with input from the aquifer pumping test that the firm conducted on a City well from July 27 to July 30, 1993. (For more about the Hart Crowser analysis, please see pages 5, 8-10, and Appendices A and B in the Hart Crowser report, 1994.)

Hart Crowser's method and test procedures were state-of-the-art and equivalent to those currently recommended by EPA and the Department of Ecology. As noted in their report, however.

It is important to recognize that these modeled capture zones are subject to uncertainty.... The uncertainty is unavoidable because it is not possible to have perfect knowledge of the aquifer and its hydraulic properties. [p. 10]

Because of this uncertainty and to provide a margin of safety, Pacific Groundwater Group has recommended that Hart Crowser's original 10-year time-of-travel capture zone be enlarged (see Wildcat Creek Aquifer Map). This enlargement increases the width by about 50 percent to the west; to the east it extends the zone to the railroad and highway to draw attention to the potential for spills from road vehicles or trains.

While this larger capture zone does not cover the entire area from which water may be influencing City wells, the so-called "beneficial recharge area," it is believed to sufficiently encompass the area that could contribute contaminants to the wells for the foreseeable future. The distinction between "capture zone" and "beneficial recharge area" refers to the way that water in an area beyond a capture zone can reduce drawdown around a well without actually getting pumped up a well. Beneficial recharge helps to maintain the groundwater level at a well (by causing less drawdown) even though most if not all of the water in the "beneficial recharge area" never shows up at the well and, in fact, bypasses the well field.

In addition to the added protection of the expanded capture zone, we now recognize that older glacier till covers the entire Wildcat Creek aquifer. This layer provides additional filtration for septic effluent and delays the vertical movement of contaminants down to the aquifer, thereby allowing more time for cleanup of accidental spills.

Wellhead Protection Areas for Other Group Water Systems

At present the wellhead protection areas for other group public water system wells using the Wildcat Creek Aquifer are defined by the simple "fixed-radius" method, which does not incorporate the effect of recharge. Time-related capture zones for these wellhead protection areas could be estimated reliably by EPA's "WhAEM 2000" model (Kraemer and others, 2007), which would use the same hydraulic inputs as Hart Crowser's model but is much simpler to construct and execute.

Part 2 – Regulatory Alternatives

Introduction

Several state and federal statutes address the protection and management of groundwater resources, especially for communities without a practical alternative drinking water source. All such programs require detailed applications, considerable funding, and appear to be more complicated than needed for present management of the Wildcat Creek Aquifer.

Sole Source Aquifer Protection Program

The federal Safe Drinking Water Act authorizes the U. S. Environmental Protection Agency to designate aquifers that are the sole or principal source of drinking water for an area. To meet the criteria for designation, a sole source aquifer must supply at least 50 percent of the drinking water to persons living over the aquifer, and there can be no feasible alternate source of drinking water. Once designated, EPA can review proposed projects that are to receive federal funds and that could contaminate the aquifer. The EPA Sole Source designation is also referred to in several state statures as justification for applying a state program.

Washington State Statutes and Programs The Water Resources Act of 1971

Chapter 90.54.140 of the Revised Code of Washington singles out sole sources and is referenced in several Department of Ecology groundwater programs:

The legislature hereby declares that the protection of groundwater aquifers which are the sole drinking water source for a given jurisdiction shall be of the uppermost priority of the state department of ecology, department of social and health services, and all local government agencies with jurisdiction over such areas. In administration of programs related to the disposal of wastes and other practices which may impact such water quality, the department of ecology, department of social and health services, and such affected local agencies shall explore all possible measures for the protection of the aquifer, including any appropriate incentives, penalties, or other measures designed to bring about practices which provide for the least impact on the quality of the groundwater.

Regulation of Public Groundwaters Act, Chapter 90.44 RCW

Excerpts from RCW 90.44.400, Groundwater Management Areas:

(1) This legislation is enacted for the purpose of identifying groundwater management procedures that are consistent with both local needs and state water resource policies and management objectives; including the protection of water quality, assurance of quantity, and efficient management of water resources to meet future needs. In recognition of existing water rights and the need to manage groundwater aquifers for future use, the department of ecology shall, by rule, establish standards, criteria, and a process for the designation of

specific groundwater areas or sub-areas, or separate depth zones within such area or sub-area, and provide for either the department of ecology, local governments, or groundwater users of the area to initiate development of a groundwater management program for each area or sub-area, consistent with state and local government objectives, policies, and authorities. The department shall develop and adopt these rules by January 1, 1986.

- (2) The department of ecology, in cooperation with other state agencies, local government, and user groups, shall identify probable groundwater management areas or sub-areas. The department shall also prepare a general schedule for the development of groundwater management programs that recognizes the available local or state agency staff and financial resources to carry out the intent of RCW 90.44.400 through 90.44.420. The department shall also provide the option for locally initiated studies and for local government to assume the lead agency role in developing the groundwater management program and in implementing the provisions of RCW 90.44.400 through 90.44.420. The criteria to guide identification of the groundwater areas or sub-areas shall include but not be limited to, the following:
- (a) Aquifer systems that are declining due to restricted recharge or over-utilization;
- (b) Aquifer systems in which over-appropriation may have occurred and adjudication of water rights has not yet been completed;
- (c) Aquifer systems currently being considered for water supply reservation under chapter 90.54 RCW for future beneficial uses;
- (d) Aquifers identified as the primary source of supply for public water supply systems;
- (e) Aquifers designated as a sole source aquifer by the federal environmental protection agency; and
- (f) Geographical areas where land use may result in contamination or degradation of the groundwater quality.
- (3) In developing the groundwater management programs, priority shall be given to areas or sub-areas where water quality is imminently threatened.

Special Protection Area – Department of Ecology

Excerpt from WAC 173-200-090:

- (1) The purpose of a special protection area is to identify and designate ground waters that require special consideration or increased protection because of one or more unique characteristics.
- (2) The unique characteristics of a special protection area shall be considered by the department when regulating activities, developing regulations, guidelines, and policies, and when prioritizing department resources for ground water quality protection programs.
- (3) The characteristics to guide designation of a special protection area shall include, but not be limited to, the following:
- (a) Ground waters that support a beneficial use or an ecological system requiring more stringent criteria than drinking water standards;

- (b) Ground waters, including, but not limited to, recharge areas and wellhead protection areas, that are vulnerable to pollution because of hydrogeologic characteristics; and
- (c) Sole source aquifer status by federal designation.
- (4) Special protection areas may be proposed for designation at any time by the department upon its own initiative or at the request of a federal agency, another state agency, an Indian tribe, or local government.

Statutes for Counties and Cities

Aquifer Protection Areas Act (RCW 36.36.010)

The purpose of this statute is to allow counties to create

...aquifer protection areas to finance the protection, preservation, and rehabilitation of subterranean water.... When a county legislative authority proposes to create an aquifer protection area it shall conduct a public hearing on the proposal.... After the public hearing, the county legislative authority may adopt a resolution causing a ballot proposition to be submitted to the registered voters residing within the proposed aquifer protection area to authorize the creation of the aquifer protection area, if the county legislative authority finds that the creation of the aquifer protection area would be in the public interest.... An aquifer protection area shall be created by ordinances of the county if the voters residing in the proposed aquifer protection area approve the ballot proposition by a simple majority vote. The ballot proposition shall be in substantially the following form:

Aquifer protection areas are authorized to impose fees on the withdrawal of subterranean water and on on-site sewage disposal...to fund:

- (1) The preparation of a comprehensive plan to protect, preserve, and rehabilitate subterranean water, including groundwater management programs adopted under chapter 90.44 RCW. This plan may be prepared as a portion of a county sewerage and/or water general plan pursuant to RCW 36.94.030;
- (2) The construction of facilities for:
 - (a) The removal of water-borne pollution;
 - (b) water quality improvement;
 - (c) sanitary sewage collection, disposal, and treatment;
 - (d) storm water or surface water drainage collection, disposal, and treatment; and
 - (e) the construction of public water systems;
- (3) The proportionate reduction of special assessments imposed by a county, city, town, or special district in the aquifer protection area for any of the facilities described in subsection (2) of this section;
- (4) The costs of monitoring and inspecting on-site sewage disposal systems or community sewage disposal systems for compliance with applicable standards and rules, and for enforcing compliance with these applicable standards and rules in aquifer protection areas created after June 9, 1988; and

- (5) The costs of:
 - (a) Monitoring the quality and quantity of subterranean water and analyzing data that is collected;
 - (b) ongoing implementation of the comprehensive plan developed under subsection (1) of this section;
 - (c) enforcing compliance with standards and rules relating to the quality and quantity of subterranean waters; and
 - (d) public education relating to protecting, preserving, and enhancing subterranean waters.

Critical Aquifer Recharge Areas – The Growth Management Act (Chapter 36.70A RCW)

The GMA requires all counties and cities, even those not planning under the Act, to designate and protect critical areas, among which are critical aquifer recharge areas. Critical aquifer recharge areas are defined as "areas with a critical recharging effect on aquifers used for potable water." As examples of critical aquifer recharge areas, the Washington Administrative Code, Chapter 365-190-080, lists:

- (i) Sole source aquifer recharge areas designated pursuant to the Federal Safe Drinking Water Act.
- (ii) Areas established for special protection pursuant to a ground water management program, chapters 90.44, 90.48, and 90.54 RCW, and chapters 173-100 and 173-200 WAC.
- (iii) Areas designated for wellhead protection pursuant to the Federal Safe Drinking Water Act.
- (iv) Other areas meeting the definition of "areas with a critical recharging effect on aquifers used for potable water" in these guidelines.

Chapters 36.70 and 35.63 RCW for Non-GMA Counties and Cities

Counties and cities not planning under the Growth Management Act, such as Grays Harbor County and the City of McCleary, must include two elements in their comprehensive plans – a land use element, which designates the proposed general distribution, location, and extent of land uses, and a circulation element, consisting of the general location, alignment, and extent of major thoroughfares, transportation routes, terminals, and trunk utility lines. The statutory language for the required lnd use element includes the following wording: "The land use element shall also provide for protection of the quality and quantity of groundwater used for public water supplies...." [RCW 36.70.330 and RCW 35A.63.061]

Consistency of Development Regulations with Comprehensive Plan

Beginning July 1, 1992, the development regulations of each city and county that does not plan under RCW 36.70A.040 [The Growth Management Act] shall not be inconsistent with the city's or county's comprehensive plan. For the purposes of this section, "development regulations" has the same meaning as set forth in RCW 36.70A.030. (RCW 36.70.545 and RCW 35.63.125)

Grays Harbor County Comprehensive Plan

As a result of the Rural Lands Study, 1982, two elements were added to the Grays Harbor County Comprehensive Plan: The Rural Lands Element and the Community Plan Coordination Element.

The Rural Lands Element

The Rural Lands Element established the policy basis for deciding how 29,000 acres of marginally productive agricultural land in the eastern part of the county were to be zoned. As stated in its introduction, "One of the key purposes of a comprehensive plan is [to] guide decisions and the Rural Lands Element's goals, objectives, and policies are intended to guide the manner in which the rural areas of Eastern Grays Harbor County are zoned." [p. vi]

For purposes of managing and protecting the Wildcat Creek Aquifer, the important policies in the Rural Lands Element are those that guide the designation of land use densities of less than one unit per five acres. Reprinted below are the Rural Lands Element's two goals and the relevant objectives, followed by the policies for the RR – Rural Residential Zone and the R2 – General Residential Zone.

Goals

- 1. To provide opportunities for rural development at appropriate intensities while protecting the natural resources and character of the rural lands.
- 2. To develop a land use pattern which minimizes development, service, and maintenance costs for residents, property owners, builders, and public agencies. [p. 2]

Objectives

- 5. To protect and maintain the high quality of the air, water, and groundwater resources of the rural lands.
- 11. To ensure that County, Regional, City, and Town development plans, programs, and policies are well coordinated and integrated.
- 13. To ensure County policies, programs, and ordinances, especially zoning and capital improvement programs, will be coordinated with and support the goals, objectives, and policies of this plan. [p. 2]

Policies for Rural Residential

Reprinted below are the relevant sections from the Plan:

<u>Purpose</u>: The purpose of the Rural Residential designation is to provide areas for small acreage rural residential development where compatible with the area's natural resources, natural limitations, public facilities, and public services. [p. 3]

<u>Description</u>: These areas would be primarily composed of rural residential uses with a maximum density of not more than one (1) unit per acre. The permitted density may vary depending on the suitability of the site for development. During the platting process a determination shall be made as to whether conditions are present which limit the site's development potential. These conditions include:

- (a) Areas within the one hundred year flood plain.
- (b) Areas subject to riverbank erosion.
- (c) Areas of very steep slopes.
- (d) Areas of low suitability for on site waste disposal systems.
- (e) Areas of high groundwater tables or ponding.
- (f) Other conditions or hazards which limit development.

If any of these conditions are present, measures may be required as necessary to overcome the limitations including, but not limited to: special site designs, the clustering of structures, special construction requirements, engineered drainage and/or waste disposal systems, and reductions in the maximum permitted density. While the primary character of these areas will be rural residential, a mix of compatible forestry and agricultural uses will be permitted and encouraged.

. . .

Criteria for Designation: [p. 4]

Areas suitable for this designation shall meet the following criteria:

- (a) The areas shall have an adequate supply of ground water given the one acre density or access to a community water system.
- (b) The areas shall be located to minimize the travel distances of residents, school buses, and emergency equipment over substandard roads.
- (c) The areas shall be located to minimize their impact on those fire and school systems least able to accommodate growth.
- (d) In addition, designated urbanizing areas may be designated Rural Residential until they are served by adequate public facilities, including streets, water, and sewer systems.

Areas to be avoided by this designation: [p. 4]

- (a) Areas which would require major public expenditures to adequately accommodate the permitted growth.
- (b) Areas substantially or wholly within the one hundred year flood plain.
- (c) Areas subject to major riverbank erosion.
- (d) Extensive areas of soils with a poor suitability for on site waste disposal systems.
- (e) Areas where septic systems may contaminate groundwater resources.

Policies for R-1 and R-2 Zones

Reprinted below are the relevant sections from the Plan:

<u>Purpose</u>: The purpose of the Residential designation is to provide for low and moderate density residential communities adjacent to developed areas where adequate facilities and services are available or can be economically provided. [p. 13]

. . .

<u>Criteria for Designation</u>: Areas suitable for this designation include either:

- (a) The designated urban service areas of a city, town, water or sewer district. Or;
- (b) Areas which have all of the following characteristics:
 - (i) The area is adjacent to either the corporate limits of a city or town or the built-up portions of a developed area. Areas designated Residential shall not be more than a half mile from the corporated limits or built-up area. (See definition of developed area.) [DEVELOPED AREA: An area of compact, continuous development containing residences, businesses, and other land uses served by a water system(s), a road system and other public facilities. The built-up portion of the developed area is the area of contiguous development. p.33]
 - (ii) An adequate public water system shall be available to serve the area or expansion of a public water system into the area must be planned.
 - (iii) An adequate sewer system shall be available to service the area or the area shall be suitable for the long term use of on-site septic systems at the permitted density.
 - (iv) The area should be located to minimize the impact of new residences on those fire and school systems least able to accommodate growth.

Areas to be avoided by this designation:

- (a) Areas within the one hundred year flood plain.
- (b) Areas subject to riverbank erosion.
- (c) Areas where the available public facilities and services are not adequate to serve the development.
- (d) Areas adjacent to planned agricultural lands.
- (e) Areas of high resource value.

Community Plan Coordination Element

Reprinted below are the Goal, Objectives, and Relevant Policies of the Community Plan Coordination Element:

Goal

To ensure the continued development of a balanced land use pattern with adequate areas for housing, commerce, industry, agriculture, forestry, recreation, and other uses through the development of a coordinated land use plan. [p. 29]

Objectives

- 1. To encourage the development of urban land uses within areas designated to be served by urban facilities and services.
- 2. To promote appropriate land uses within suitable areas.
- 3. To ensure the coordination of the region's land use pattern by considering the plans and concerns of cities, towns, and other affected agencies during the development and administration of county plans and implementing ordinances.
- 4. To encourage cities, towns, and other agencies to consider county plans and concerns during the development and administration of their plans and implementing ordinances thereby ensuring the continuity of land uses throughout the region.
- 5. To ensure that county, regional, city, and town development plans, programs, and policies are well coordinated and integrated.
- 6. To ensure that jointly adopted plans, programs, and policies are incorporated into land use, public facilities, and public services decisions.
- 7. To coordinate amendments and updates to jointly adopted plans with all affected jurisdictions.
- 8. To encourage the joint review of development proposals which because of size, location, or public services needs affect more than one jurisdiction.

Policies

- 1. [Adoption of city and town plans by reference.]
- 2. Residential and commercial growth should be encouraged in areas designated for urban services including water, sewer, and other public services.
- 3. [Procedure for joint adoption of plans.]
- 4. The jointly adopted plans should guide county decisions on rezones, conditional uses, site plans, subdivisions, the provision and extension of public facilities and services, appropriate densities, land use plan revisions, and other land use matters within the areas to which they apply.
- 5. [Evaluating development proposals and joint review.]
- 6. [Procedure for county to inform other jurisdictions.]
- 7. [Joint review is advisory.]
- 8. [Providing public services to a development.]
- 9. The County should encourage community comprehensive plans to designate urban services areas. Urban services areas are those lands that cities, towns, and special districts intend to incorporate into their communities and provide with urban services, such as water and sewer.
- 10 12. [More about providing urban services.]
- 13. [Special district plans.]

City of McCleary Comprehensive Plan

Introduction

Three subjects in the City of McCleary's Comprehensive Plan bear on aquifer protection and management: (1) development in the wellhead protection area; (2) industrial zoning; and (3) stormwater management.

1. Development in the Wellhead Protection Area

The City's Comprehensive Plan, adopted in 2002, has two objectives that are relevant for managing and protecting the aquifer:

- LU 2.1 Protect critical areas within the city: [including]...areas with critical recharging effect on aquifers.
- LU 2.3 Manage development so growth does not negatively affect the quality and quantity of groundwater and surface water.

These objectives are followed by Implementation Steps:

- Manage areas with development constraints by:
 - > Enforcing the city's critical areas ordinance.
 - Protecting Wildcat Creek as a Critical Area.
- Maintain water quality and quantity by:
 - Keeping the city's wellhead protection program current to protect the public water supply;
 - ➤ Developing and enforcing [words appear to missing here in the City text] that protect the city's aquifer recharge areas;
 - ➤ Requiring new development in all zoning districts to be on the city sewer system to protect ground water quality;
 - ➤ Requiring new development to provide adequate stormwater management as specified and adopted by the City.
 - Adopting requirements for minimum removal of vegetative cover for reducing storm water runoff.

With the City's approval of 125 new homes in the City's recharge area not long after the Comprehensive Plan was adopted, the City's emphasis for aquifer management and protection is now focusing on the second set of implementation steps, those for maintaining water quality and quantity. Because the new homes are served by City water and sewer, the approach now is on maximizing recharge given the additional impervious surfaces and educating residents about proper use of pesticides and fertilizers.

Although the 2002 Comprehensive Plan did not anticipate the new growth along Summit Road, it did project that the City would encompass the developed area along Lynch and Larson Roads, presently zoned R2 – General Residential by the County. Both the Hart Crowser and Horsley Witten reports cite this area as one of concern because of the proximity of private on-site sewage systems to City wells, some of which are within the wells' one-year travel time capture zone.

2. Industrial Zoning

Goal 5, on Industrial Development, calls for increasing "... McCleary's economic diversity by encouraging new industrial land uses in suitable locations." The associated objective, LU 5.1, calls for maintaining "... a supply of industrially zoned land for new industry that will provide minimal disruption to existing citywide land use patterns." The associated implementation step calls for pursuing "... the potential for industrial expansion in northern areas of McCleary."

Land to the north of the City is zoned industrial, but its development for industrial use would need to overcome several constraints: a high water table making it unsuitable for the construction of heavy buildings; delineated wetlands between the zone and Simpson

Road to the south complicating access to the freeway; and the only other access being Larson Road, a residential neighborhood. In addition, the land lies at the center of the aquifer, between the Middle Fork and East Fork of Wildcat Creek. As such, its undeveloped condition may prove to be useful to the City as an area worth investigating for a back-up wellfield – and associated recharge area.

3. Stormwater Management

The purpose of "low impact development" is to maximize recharge to groundwater and reduce stormwater runoff. A technical manual published by the Puget Sound Action Team and the Washington State Extension Service uses the following definition:

Low impact development is a stormwater management and land development strategy applied at the parcel and subdivision scale that emphasizes conservation and use of on-site natural features integrated with engineered, small-scale hydrologic controls to more closely mimic pre-development hydrologic functions. (Hinman, 2005)

The City of McCleary can employ low impact development in two ways – by requiring this approach in new development and by using it to the extent feasible when upgrading existing neighborhoods and managing stormwater.

Part 3 -- Recommendations

A. Joint County - City Recommendations

- 1. Establish the Wildcat Creek Aquifer Management Area by inter-local agreement.
 - a. <u>Purpose</u>: To coordinate risk management and other actions to ensure the long-term benefits to the economy and to public health and safety provided by the Wildcat Creek Aquifer.
 - b. <u>Management Principles</u>: To ensure a margin of safety, manage the aquifer in accordance with the following principles:
 - i. Maximize recharge to the aquifer.
 - ii. Minimize the transmission of contaminants to the aquifer.
 - iii. Monitor well water and measure streamflows to learn more about the aquifer's hydrogeology, groundwater conditions, and safe yield.
 - iv. Regulate land use in a manner that is clear, fair, and assures that groundwater will be protected.
 - v. Manage the aquifer comprehensively through compatible city and county policies, actions, and ordinances.

c. Responsibility:

- i. Designate staff with responsibility for each action listed under (e) below.
- ii. Designate lead officials from each jurisdiction to oversee staff.
- iii. Publish an annual report on aquifer management.
- d. <u>Funding</u>: Where appropriate, apply jointly for funding to carry out the management purposes of the Management Area.

e. Actions:

- i. Update the list of potential point-source contamination sites within aquifer boundaries. Include sites on surrounding hillsides from which surface runoff could carry hazardous contaminates to the aquifer.
- ii. Monitor individual wells in the RR and R2 zones for quality. If water quality tests show a problem with a well, work with the landowner to correct the problem; the emphasis should be on assistance, not penalty.
- iii. Measure streamflow below the confluence of the three branches of Wildcat Creek and measure water levels in several wells to learn more about groundwater movement and quantity.
- iv. Review and coordinate spill-response plans(s) for accidental spills along transportation corridors within the Wildcat Creek Aquifer Management Area. Include Fire District 12 in this action.

- v. Educate the public about the do's and don'ts of living above their water supply.
- vi. Adopt by reference the Low Impact Development Technical Guidance Manual for on-site development and surface water management.
- vii. Review and, where appropriate, revise the zoning ordinances of both jurisdictions to prevent the location above the aquifer of land uses and activities that would introduce risks that could not be eliminated by development conditions and operating practices. This would include a review of a zoning district reclassification of general development five—acre (G-5) for any property currently zoned industrial (I-1 or I-2).
- 2. Under the Community Plan Coordination Element of the Grays Harbor County Comprehensive Plan, review and, if necessary, revise the City and County plans for the area. In accordance with Policy (9), designate an urban services area for the City of McCleary.

B. Recommendations for Grays Harbor County

- 1. Adopt an ordinance that (1) affirms the Grays Harbor County Comprehensive Plan's policy basis for zoning in the Wildcat Creek Valley and (2) cancels the development moratorium upon the completion of the adoption process for amending Grays Harbor County Code 17.56.180 governing critical areas.
- 2. Designate the City of McCleary's wellhead 1-year capture zone, the 5-year capture zone, and the 10-year capture zone, as delineated by Pacific Groundwater Group in this report, as a critical aquifer recharge area.
- 3. Amend the Grays Harbor County Code for critical areas, Title 17, to define the Wildcat Creek Aquifer as a specific area.
- 4. Set forth requirements and review responsibilities for development activities, including rezones and subdivisions, located within the Wildcat Creek Aquifer.
- 5. Set forth requirements for development activities, including rezones and subdivisions, located within a Wildcat Creek critical aquifer recharge area, including a wellhead and wellhead time-of-travel protection plan. Specify that purveyors shall review the proposals and that the Grays Harbor County Environmental Health Division shall determine whether the proposal would provide a reasonable margin of safety for the critical aquifer recharge area; and further, that the if proposal does not, the proposal shall be (a) required to be revised to increase the margin of safety, including a reduction in lot density, or (b) shall be denied based upon evidence that the proposal represents a probable significant adverse impact to the critical aquifer recharge area.

C. Recommendations for the City of McCleary

1. Investigate the feasibility of establishing a back-up wellfield.

- 2. Designate the City portion of the wellhead protection area for the City wells as a critical aquifer recharge area.
- 3. Revise the City's wellhead protection area to conform to the ten-year time-travel capture zone, based on the delineation by Pacific Groundwater Group.
- 4. Revise the City's Integrated Pest Management program to make it more workable.
- 5. Develop a monitoring program to determine whether on-site sewage systems located in the wellhead protection area on Lynch and Larson Roads are contributing contaminants to City wells.
- 6. Reconsider the existing industrial zoning above the aquifer.
- 7. Continue efforts to reduce per capita water consumption.

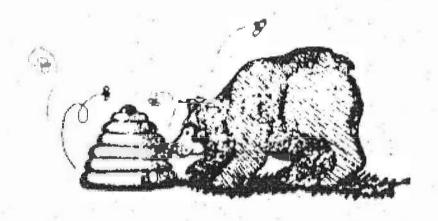
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McCleary Planning Commission

Comprehensive Land Use Plan



Adopted by Resolution #478 On September 25, 2002

City Elected and Appointed Officials

McCleary City Council

Wally Bentley, Mayor

Ray Bohling

Rob Jhanson

Chris Vessey

Sue Portschy

Helen Lake

McCleary Planning Commission

Michael Green, Chairman (8/2000 - 1/2003)

Evert Challstedt (8/2000 - 1/2006)

Teri Franklin (8/2000 - 1/2002)

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Introduction

This Comprehensive Plan is a revision and update of the City of McCleary 1979 Comprehensive Plan. The plan is a picture of the community's preferred future for the year 2022 and the steps necessary to move towards it.

It is mandatory for the city to have a "comprehensive plan for anticipating and influencing the orderly and coordinated development of land and building uses". The plan, both in content and form, meets the requirements of Chapters 35A.63.060 and 36.70A of the Revised Code of Washington (RCW). The City is the only entity, private or public, with both the opportunity and the responsibility to direct the overall development of the community in a unified manner. The Comprehensive Plan is the official document adopted by the McCleary City Council to guide decisions about future growth and the physical development of the city. It provides a practical working tool for everyday decisions and a basis for various implementation strategies.

The plan has three basic characteristics. It is:

- Comprehensive encompassing all geographical and functional elements that have a bearing on the community's physical development;
- General summarizing major policies and proposals, but does not indicate detailed locations or regulations; and
- Long Range looking beyond present issues to possibilities and problems 20 years into the future.

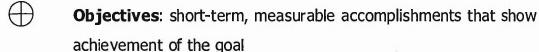
These characteristics help the community and their elected and appointed officials look at the "big picture" and step away from current pressing issues. They also help make explicit the plan's goals, objectives, and implementation Steps so they may be viewed critically and subjected to the democratic process.

The organization of the plan contains four parts. Part I is a statement of the community vision for the future. Part II includes four individual plan elements: Land Use, Housing, Public Facilities and Services, and Transportation. Each plan element has:

¹ RCW 35A.63.061



Goals: general statements of the desired long-term future toward which the plan aims

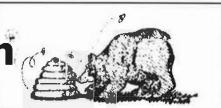


Implementation Steps: specific actions, both legislative and administrative, that implement the plan's goals and objectives

The Land Use and Transportation elements are required by RCW. 35A.63.061. The optional elements are allowed by RCW. 35A63.062.

Part III of the plan, Community Action, provides a goal, and describes objectives and activities that can enhance the plan elements and make community planning an ongoing partnership between city government, citizens, and businesses. Part IV of the plan provides essential background technical planning information and analysis. A bibliography follows with a list of supporting information sources for the plan.

Section I Community Vision for the Future



Exploring The Past

McCleary's community vision rests upon a foundation of understanding the community's past history and the realities of the present as the reference points for building a vision of the future.

1860 - 1950: The Early Years

The abundant supply of lumber in nearby forests shaped the City of McCleary's early growth and development. Settlers homesteaded the area in the 1860's and by the early 1900's the community became a lively company mill town owned by Henry McCleary:

- Employment centered around the mill and a door plant;
- Rental houses for employees, utilities, hotel, bank, and the community church were owned by the McCleary Company;
- The community was a focal point for the area with a post office, school, telephone service, and a public building for community gatherings called the New Dance Hall built in 1903;
- The McCleary Company assets were purchased by the Simpson Timber Company in 1941 and the community incorporated as the Town of McCleary in 1943; and
- The Shelton Cooperative Sustained Yield Unit, an agreement between Simpson and the U.S. Forest Service for joint management of company and federal forest lands for a period of 100 years, ensured a continuing supply of raw materials for the mill and door plant.

1950 - 1970: The Growth Years

The community grew at a moderate pace and the mill and door plant continued to be the major employer. "Operation Second Growth" inspired a new building period in McCleary. This community study planned for growth and economic stabilization. Significant changes, many inspired by the study, followed:

- The town constructed a new school, hospital, fire and police facilities, library and city hall in the 1950's;
- A newly built freeway bypassed the downtown center;
- The townspeople organized the "McCleary Bear Festival", a community wide celebration held annually in July;
- Economic development efforts focused on potential opportunities created by planned Washington Public Power Supply projects in the McCleary area; and
- The community adopted its first Comprehensive Plan.

1980's: Overcoming Outer Challenges

Events outside McCleary, especially the national economic recession, influenced community development in this decade. The community experienced little growth and some economic hardship, but citizens continued to be forward-looking. Key events from this period were:

- The Washington Public Power Supply failed and the promise of new employment opportunities faded;
- Lending interest rates rose 22%, discouraging the construction of new homes;
- Timber workers went on strike;
- Citizens expressed confidence in the future by supporting a substantial upgrade of the sewer system;
- The upgrade of Sam's Canal improved community aesthetics and stormwater management capabilities; and
- The library lost its Timberland staffing for two years but continued operating with the help of volunteers.

1990's: Overcoming Inner Challenges

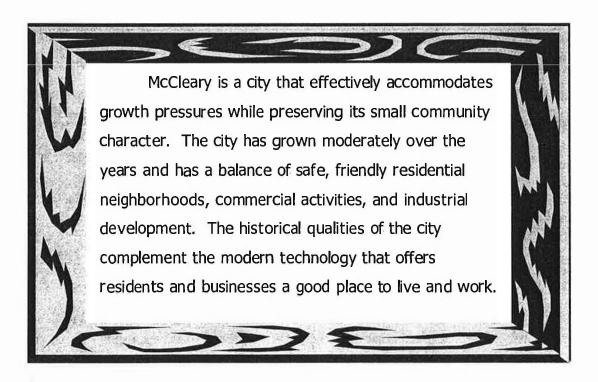
In the 1990's, slow growth and the loss of the plywood division at the mill, coupled with political tensions in city government, tested citizens' resolve while new improvements provided hope for the future.

Land south of the city was annexed and then de-annexed;

- Substantial playground improvements were made with active community participation;
- Simpson developed Evergreen Heights subdivision and completed a waterline upgrade;
- The electrical utility built the new substation;
- Beerbower Park upgrades included an information kiosk for visitors and new restroom facilities; and
- The newly constructed transit station downtown included commuter parking and attractive landscaping.
- The Chamber of Commerce and the Bear Festival remain active after many years.

A Vision of the Future: McCleary, 2022

The City Planning Commission sponsored an informational open house and a series of five community workshops in the spring and summer of 2001 to gather citizens' viewpoints about the future growth and development of McCleary. This participatory process yielded the following snapshots of McCleary's future that hang in the vision gallery below:



Intellectual banking, investing in our kids and our future, is a major feature of community life.

Necessary, affordable water and sewer services are available and people and products move through the city efficiently and safely. A variety of business developments has kept our economy healthy. Our community is clean, attractive, and maintains a charming visual quality. Fun and festivals give our city vitality by providing activities for people of all ages.

Downtown is the activity center of our community with commercial and professional services, city government facilities, and Beerbower Park. A variety of housing choices is available for people in city neighborhoods and on rural acreage. Trails and linear greenbelts are a distinctive feature found throughout McCleary. A carefully planned business and industrial park, along with the Simpson door plant, provide reliable employment opportunities. Visitor services are available both downtown and along State Highway 8.

Section I I Plan Elements



Land Use Element



Goal 1: Preserving McCleary's Traditional Development Patterns

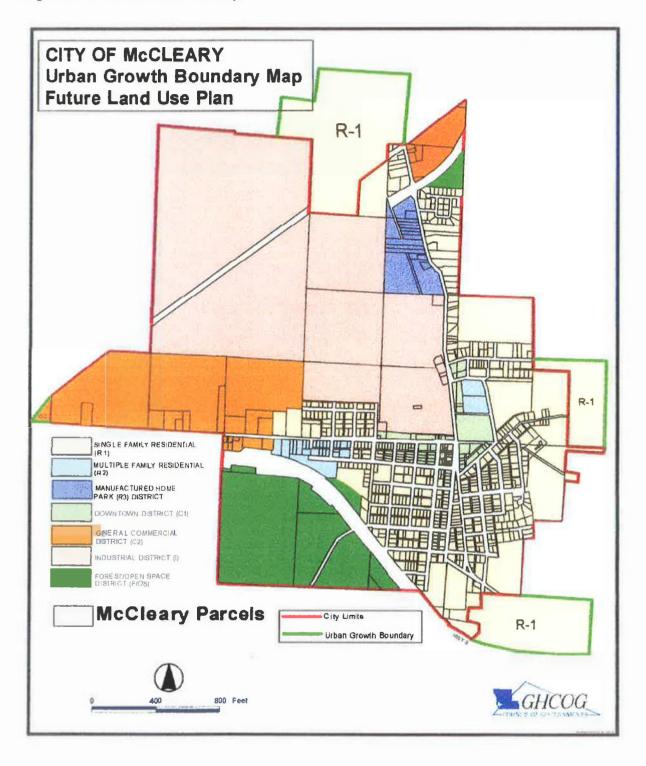
Preserve the City of McCleary's traditional land use pattern which separates homes from intrusion by commercial and industrial activities, supports a vital downtown, offers locations for new business and industry, and protects important natural community resources and assets.

Objectives

- LU 1.1 Plan for a 2020 future population of 2,412 residents. Economic development and the migration of people moving to McCleary from the urban areas will contribute to this growth.
- LU 1.2 Maintain existing overall land use patterns, created through earlier planning and zoning programs, by controlling the general distribution, location, and extent of development of land and buildings in zoning districts that provide:
 - Permitted uses with density and intensity requirements;
 - Compatible conditional uses with additional standards to mitigate potential adverse impacts; and
 - Prohibit uses detrimental to the public health, safety, and welfare.
- LU 1.3 Manage land use densities and development practices to protect the quality and quantity of groundwater for public use and surface water.
- LU1.4 The city shall encourage economic development and population growth within the city.

• Create zoning districts that will manage residential, commercial, and industrial land uses as shown in the Future Land Use Map in Figure 1:

Figure 1: Future Land Use Map



Single-Family Residential (R-1) District. The R-1 District preserves the small city qualities enjoyed by city residents by limiting development to a minimum lot size of 7,500 square feet.

Examples of other compatible uses eligible for conditional uses permits in the R-1 District may include: bed and breakfast inns, home businesses, parks, schools, churches, and other public and semipublic uses as long as such uses will not create a significant traffic or parking problem, noise or light pollution, and water and sewer facilities are capable of supporting such development.

Multi-Family Residential (R-2) District. The R-2 District provides for a mix of single- and multi-family housing types. New single-family residences in the district will have a minimum lot size of 7,500 square feet. The maximum building height above finished grade is two stories.

Examples of other compatible uses eligible for conditional use permits in the R-2 District may include: bed and breakfast inns, home businesses, parks, schools, churches, and other public and semipublic uses as long as such uses will not create a significant traffic or parking problem, noise or light pollution, and water and sewer facilities are capable of supporting such development.

Manufactured Home Park (R-3) District. The R-3 District provides for a mix of manufactured home parks and multi-family dwelling units. Manufactured home parks shall have an approved binding site plan. The maximum building height above finished grade is two stories.

Examples of other compatible uses eligible for conditional use permits in the R-3 District may include: bed and breakfast inns, home businesses, parks, schools, churches, and other public and semipublic uses as long as such uses will not create a significant

- traffic or parking problem, noise or light pollution, and water and sewer facilities are capable of supporting such development.
- Downtown (C-1) District. The C-1 District provides for a wide range of small to medium retail businesses, eating and drinking establishments, government activities, and professional offices concentrated in the traditional downtown area of the city. Uses in this district serve the needs of the immediate area as well as tourists to the community. The C-1 District is a compact, intensive activity area that emphasizes pedestrian access to and between businesses. The minimum lot size in the C-1 District is 2,500 square feet.

Examples of compatible uses requiring a conditional use permit in the Downtown District may include second-story residential housing, housing for the elderly, such as senior apartments, assisted living units, or residential care centers, and other public and semipublic uses.

General Commercial (C-2) District. The General Commercial District provides for a mix of single-family residential, large retail, professional offices, storage, and light manufacturing activities outside the downtown area that are dependent on arterial or highway traffic and large lot sizes. The minimum lot size in the C-2 District is 10,000 square feet. Types of land uses appropriate for this zone are: large retail establishments, clinics, vehicle repair, automobile dealerships, machine shops, building supply stores, mini-storage, and tourist services oriented to highway access such as restaurants and motels.

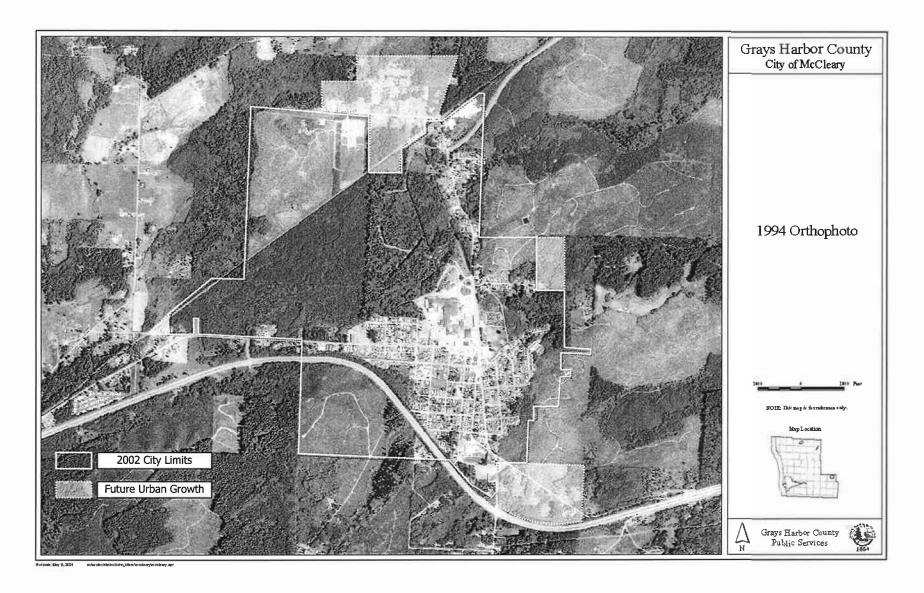
Types of compatible land uses in the General Commercial District eligible for a conditional use permit may include recreational vehicle parks and retail businesses requiring outdoor storage and/or sales space.

Industrial (I) District. The Industrial District provides space for intensive manufacturing, processing, research laboratories, wholesale sales and storage, contractor's offices and shops, and other industrial uses. The minimum lot size in the Industrial District is 10,000 square feet. These uses should be located adjacent to major transportation facilities such as SR 8, SR 108, and/or the east-west railroad. All uses which are not enclosed and/or which have high noise, odor, water pollution, or vibration levels, are a conditional use.

Industrial parks are allowed under binding site plans and may use a cluster development approach to meet density and intensity requirements. Commercial uses are allowed in industrial parks as conditional uses.

- Forest/Open Space (F/OS) District. The Forest/Open Space District protects the city's natural resources and open spaces. Land uses in this zone include all commercial forestlands, non-commercial forests, critical areas with restricted development potential, and land areas protected by open space designations or long-term conservation easements. Buildings or structures are prohibited except for public parks, nature trails, public roads, streets, bridges, and flood control measures. There is no minimum lot size.
- Annexation should be consistent with objectives stated in this plan:
 - Figure 2 shows those areas that the City will encourage annexation over the next 20 years. The City will consider other annexation requests on a case-by-case basis.
 - > All utilities for newly annexed areas should meet City standards.
- Residential uses that are nonconforming in zoning districts shall have the
 right to maintain, improve, or expand their properties. If a property
 owner removes a nonconforming residence, s/he has up to three years to
 replace it with a new one. After this time, the future use on the parcel
 must be conforming to the zoning district.

Figure 2: Urban Growth Area





Goal 2: Managing the Natural Environment

Reduce the negative impacts from future development on McCleary's natural environment and visual amenities to the greatest extent possible.

Objectives

- LU 2.1 Protect critical areas within the city: wetlands; areas with critical recharging effect on aquifers; fish and wildlife conservation areas; frequently flooded areas; and geologically hazardous areas.
- LU 2.2 Future development in the city shall be compatible with the topography of the land.
- LU 2.3 Manage development so growth does not negatively affect the quality and quantity of groundwater and surface water.
- LU 2.4 Carefully manage development in geologically hazardous areas to protect the public safety.
- LU 2.5 Preserve natural open space and visual amenities of the McCleary area.
- LU 2.6 Safeguard air quality by controlling slash burning and providing for dust control.

- Manage areas with development constraints by:
 - > Enforcing the city's critical areas ordinance.
 - Carefully regulating land development in land areas with hazardous building conditions such as landslide potential, poor foundation soils, and slopes of 10% or greater.
 - ➤ Enforcing the Federal Emergency Management Agency standards for flood plain management.
 - > Including requirements for buffers, berms, and industrial emission controls to reduce or control pollution from land uses generating

- dust, slash burning, noise, noxious weeds, and odors in city land use ordinances.
- Protecting Wildcat Creek as a Critical Area.
- > Assuring that increased runoff resulting from forest practices will not negatively impact existing water resources or development.
- Encourage the preservation of open space by:
 - Developing standards for natural and landscaped greenbelt areas and the retention of a percentage of native trees and vegetation in new developments.
 - Finding funding sources to purchase land which is not suitable for development such as flood plains, steep slopes, and narrow drainage ways to be used for walking and bicycle paths and linear open space greenbelts connecting city neighborhoods and downtown.
 - Including incentives in the city's land development regulations, such as cluster developments, that gives landowners and development interests flexibility while protecting sensitive lands and open space.
- Maintain water quality and quantity by:
 - Keeping the city's wellhead protection program current to protect the public water supply;
 - Developing and enforcing that protect the city's aquifer recharge areas;
 - Requiring new development in all zoning districts to be on the city sewer system to protect ground water quality;
 - Designing public drainage facilities to control both storm water quality and quantity;
 - Requiring new development to provide adequate stormwater management as specified and adopted by the City; and

- Adopting requirements for minimum removal of vegetative cover for reducing storm water runoff.
- Require the design of new parking lots and large work areas to have dust control.



Goal 3: Residential Development

Maintain a balanced and efficient residential pattern in McCleary to preserve the livability, small city atmosphere, and character of the city's neighborhoods.

Objectives

- LU 3.1 Preserve the mostly low-density residential character of the city.
- LU 3.2 Emphasize the retention of single-family homes throughout the community.
- LU 3.3 Mitigate the impacts of multi-family, commercial, and industrial uses on adjacent single-family properties.
- LU 3.4 Encourage residential development in areas currently having adequate streets, sewer, and water facilities.
- LU 3.5 Improve and protect the appearance of neighborhoods by eliminating junk and inoperable vehicles.
- LU 3.6 Encourage innovative incentives for property owners to maintain their homes and land.
- LU 3.7 Expand public improvements in neighborhoods, such as sidewalks, looped water lines, and upgraded streets.

- Encourage predominately single-family housing in neighborhoods south of Fir Street, North of Beck Street and west of 7th Street.
- Locate multi-family housing units near main thoroughfares.

- Lessen the visual impact of multi-family, commercial, and industrial uses that abut residential properties through screening requirements.
- Require water, sewer, and transportation facilities for residential land uses.
- Locate residential development so that further development will not create strains upon public facilities.
- Encourage infill of vacant lots in residential neighborhoods.
- Prohibit incompatible redevelopment projects in established residential neighborhoods.
- Invite organizations, such as Aberdeen Neighborhood Housing
 Services, to assist property owners in rehabilitating their homes.
- Apply for Community Development Block Grant funds to help low- and moderate-income neighborhoods make general infrastructure improvements.
- Develop opportunities for property owners and the city to work together in extending sidewalks to all city neighborhoods.



Goal 4: Commercial Development

Promote and maintain economically viable commercial businesses and professional service activities serving McCleary area residents, visitors, and highway travelers.

Objectives

- LU 4.1 Keep the city's downtown business district as the major place to conduct retail business and professional services in McCleary.
- LU 4.2 Encourage a variety of commercial establishments and professional services to locate in the city by maintaining public improvements that encourage private investment.
- LU 4.3 Promote commercial activities with easy access for tourists.

- It is consistent with this plan to rezone properties in the R-1 District along Simpson Avenue and Maple Street west of 7th Street and between Main and 4th Streets north of Pine Street to multi-family or C-1.
- Increase emphasis on infrastructure improvements in the Downtown
 District to anticipate and encourage expansion of the commercial center of the city as demand develops.
- Locate commercial establishments, serving the needs of travelers, in areas with access to SR 8.
- Commercial uses requiring large amounts of land are appropriate for the General Commercial District and not the Downtown District.
- When siting commercial uses, require adequate water, sewer, storm water, traffic circulation, and parking to support the land use.
- Require commercial development adjacent to residential neighborhoods to have buffers that shield residents from noise, light, glare, and traffic generated by the commercial use.
- Assure timely administration of land development regulations for commercial proposals and business permits.

Goal 5: Industrial Development

Increase McCleary's economic diversity by encouraging new industrial land uses in suitable locations.

Objectives:

LU 5.1 Maintain a supply of industrially zoned land for new industry that will provide minimal disruption to existing citywide land use patterns.

- LU 5.2 Select areas for future industrial uses that have short commuting distances for employees, existing public services, and provide adequate space for expansion over time.
- LU 5.3 Encourage grouping of industrial land uses into an industrial park with amenities such as day care, landscaping, and commercial support services.

- Locate industrial land uses in a manner that coordinates with existing and/or planned water, sewer, and transportation facilities.
- Develop industrial uses adjacent to existing industrial lands where possible and in areas that will not hinder commercial activity or disturb residential neighborhoods.
- Pursue the potential for industrial expansion in northern areas of McCleary.
- Provide regulatory incentives for the development of an industrial park through a binding site plan.

Housing Element



Goal

Provide a housing supply in the City of McCleary that is adequate to meet the needs of populations of all age and income groups.

Objectives:

- H 1.1 Maintain and upgrade the city's existing supply of safe and affordable housing of choice.
- H 1.2 Emphasize retention of single-family homes throughout the community.
- H 1.3 Promote new housing that maintains the character of city neighborhoods and is sensitive to people with moderate or low incomes.
- H 1.4 Maintain acceptable levels of public facilities and services in city neighborhoods to safeguard home values.
- H 1.5 Allow accessory dwellings in all residential districts.

Implementation Steps:

- Promote public and private efforts for renovation of older housing in established neighborhoods.
- Provide appropriate standards for doublewide or larger manufactured homes on individual lots to ensure their compatibility with surrounding residences. Restrict singlewide manufactured homes to manufactured home parks.
- Require all manufactured home parks to have buffers and a binding site plan to reduce incompatible impacts on adjacent land uses.
- Seek assistance from people or groups who can help low- and moderate-income people with housing renovation and rehabilitation.
- Support development of special housing programs for senior residents
 who are no longer financially or physically able to maintain their

household to allow them to remain city residents as long as they desire.

- Locate affordable housing for elderly age groups adjacent to downtown and basic services.
- Develop zoning incentives that encourage innovative urban design for neighborhoods that emphasize open space, and_flowing circulation patterns.

Public Facilities and Services Element



Goal

Ensure that public facilities and services meet the existing and future needs of homes, businesses, and industry.

Objectives:

- PF 1.1 Carefully monitor the need for expanded or new capital facilities over the 20-year planning period to meet growth demands.
- PF 1.2 Plan for all public facilities and services in a fair and cost-effective manner.
- PF 1.3 Site and design public facilities to complement the quality of life and function of neighborhoods and commercial areas.
- PF 1.4 Manage public facilities and services so that adequate capacity is available for future growth needs within the city before extending them beyond the city limits.
- PF 1.5 Strive to maintain adequate levels of police and fire service that meet acceptable health, safety, and public welfare standards.
- PF 1.6 Actively plan for the clustering of future public facilities that deliver direct services to the public, such as a new city hall, library, museum, police station, hospital, and schools. Prospective sites should offer convenient public access and room for future expansion.
- PF 1.7 Preserve existing recreation and cultural facilities and develop new recreational facilities for residents and visitors of all ages.

Sewer and Water Facilities

 Make it a priority to make sewer and water improvements in accordance with existing plans.

- Plan and budget annually to address existing problems with the city's sewer and/or water systems.
- Require the looping of new and existing water lines when possible.
- Actively develop a new Wastewater Treatment Plant as well as other priority improvements noted in the sewer plan.
- Require annexation as a precondition to extending sewer and water service beyond the city limits.
- Coordinate water and sewer projects with transportation projects to achieve cost savings.

Stormwater Facilities

- Require adequate stormwater facilities that meet City standards.
- Develop minimum landscaping design standards for stormwater facilities.

Telecommunication Utilities

 Encourage new power and telecommunication lines underground, at the rear of properties, or in alleyways.

Other Municipal Facilities and Services

- Before approval of a land development permit, identify and require mitigation of negative impacts to police and fire services, parks, and the school.
- Conduct an annual review of "needs and maintenance" for each city owned facility and property.
- Bring all city-owned buildings up to code and make ADA accessible with some progress demonstrated each year.
- Construct or rehabilitate an adequate space for a new and bigger library.
- Restore the area surrounding the Community Center into a nice small park and identify a designated parking area.
- Build a historical kiosk at the city cemetery.

- Research the possibility of adding a 'waterhole' and skateboard park with fountain and wading pool to the city park system.
- Look into establishing a hiker/tent area in conjunction with the development of a natural trails system for the city.
- Plan for a future all ages recreation center with growth.

Financing

- Expenditures for new or expanded capital facilities will be based on the following priorities:
 - Remedy urgent or emergency conditions which are dangerous to public health or safety;
 - 2. Correct existing deficiencies;
 - 3. Meet the needs of planned growth; and
 - 4. Add desirable new facilities.
- Revenue sources to finance capital facilities that benefit the public, in order of priority, are: grants, private donations, loans, public/private partnerships, utility rates, ULID's, the electric fund, and as a last option, revenue and general obligation bonds.
- The cost of new or expanded capital facilities for future private land development projects will be the responsibility of the property owner or land developer.
- New development will pay its own way through requirements for infrastructure improvements in subdivision regulations, development charges for utility hook-ups, and negotiated contributions for off-site impacts.

Transportation Element



Goal

The City of McCleary will provide for a system of public and private transportation choices that compliment community character and reinforce the land use element of the city's comprehensive plan.

① Objectives:

- T 1.1 Plan for a coordinated street system that maximizes the safety and efficiency of the movement of people and goods within and through the city.
- T 1.2 Develop a system of sidewalks and paths to separate pedestrian and bicycle traffic from vehicular traffic.
- T 1.3 Integrate amenities such as landscaping, coordinated signage, and street lighting into street system projects to compliment the visual appeal of the city.
- T 1.4 Encourage efforts to maximize public transit opportunities for residents and employers.

ightharpoonup Implementation Steps:

Streets

- Adopt design standards for both public and private street improvement or expansion which provide safety, efficient traffic flow, and adequate off street parking.
- Work with the Washington State Department of Transportation to provide safe pedestrian and bicycle improvements along SR 108.
- Plan and coordinate any expansion of the street system in a manner that will provide for extensions and connections with existing streets.
- Require all land uses to have safe access to a public street.
- Restrict truck traffic in neighborhoods.

- Support bicycle paths on city arterial streets and state roads passing through the city.
- Incorporate sidewalks into all new street construction projects and require the installation of sidewalks in all new developments.
- Develop and enforce off street parking standards through city zoning and subdivision ordinances.
- Consider the need for traffic studies based upon the City's Development Standards.
- New development shall pay its own way for streets and utilities.
- Rely on grants for street construction projects and fund annual operating needs for street maintenance with property taxes, state shared motor vehicle taxes, and investment interest.

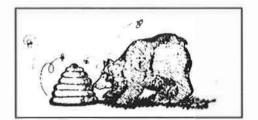
Amenities

- Incorporate landscaping, green strips, and trees into new or street rehabilitation projects.
- Prepare and implement a decorative street lighting plan for the city financed by grants and the city's electric fund.
- Develop and enforce street landscaping, sign, and street lighting requirements in private development projects through the city zoning and subdivision ordinances.
- Seek funds to develop a plan that will identify both appropriate locations and funding sources for a citywide system of natural trails and walking, bicycle, and skating paths.
- Review city requirements and amend as necessary, to allow innovative technology to reduce impervious surfaces throughout the city.

Coordination

- Coordinate water and sewer projects with transportation projects to achieve cost savings.
- Work closely with the Washington State Department of Transportation
 (DOT) to identify and monitor traffic safety concerns: especially access

- to, from and across SR 8; at the intersection where SR 108 leads to SR 8 just west of the city limits; and the intersection where SR 108 and the Summit McCleary Road split at the northeast city limits.
- Maintain an active partnership with Grays Harbor Regional Transit to sustain effective public transportation options for citizens.



Section III Community Action

The purpose of this Community Action section is to provide the city with implementation strategies for the plan and inspire the participation of residents and community groups. It stresses effective plan administration by city officials and staff as well as volunteer efforts as being critical keys to successful realization of the community's vision for the future. The strategy described below is sustainable only if city government and citizens work and communicate together in a sincere effort that promotes McCleary.



Goal

Make the comprehensive plan, a reflection of citizen's vision for McCleary, a living document.

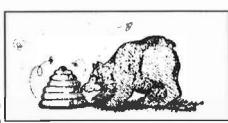
Objectives:

- CA 1.1 Assure that the City Council, Planning Commission, and staff actively use the comprehensive plan to guide land use decision-making actions.
- CA 1.2 Encourage citizens to take part in community planning through creative and open discussion and fair decision procedures.
- CA 1.3 Coordinate city and county planning and zoning activities thereby insuring compatible land uses and sufficient public facilities and services throughout the area.
- CA 1.4 Support public/private partnerships and volunteer efforts that aid in plan implementation, community improvement, and economic development.
- CA 1.5 Invite the Grays Harbor Planning Commission and staff to meet once a year with the McCleary Planning Commission and staff to discuss and evaluate development beyond the city limits.

$ightharpoonup^{\sim}$ Implementation Steps:

- Consider conducting an annual review of the comprehensive plan and land development regulations.
- Consider conducting an annual evaluation of the status and condition of city-owned properties and facilities.
- Collaborate with the county to prevent potential contamination of the city's well field recharge area through the development and implementation of groundwater protection measures.
- Coordinate with the county on all land use and development issues regarding the city's Urban Growth Area.
- Collaborate with community-oriented projects and/or non-profit organizations, including but not limited to the Chamber of Commerce, the Bear Festival, and the Museum.

Section IV: Technical Data Report



The Natural Environment

Location

The City of McCleary is on the western slope of the Black Hills in eastern Grays Harbor County. City Hall is at Latitude N. 47°3′19″ and Longitude W. 123°15′54″. The city limits extends over Sections 11 through 14, Township 18 N., Range 5 W.

McCleary lies north of SR 8, about 18½ miles west of Olympia. Communities west of McCleary include the Cities of Elma (7.3 miles), Montesano (18 miles), and Aberdeen (28 miles).

Climate

Weather in the McCleary area is typical of Pacific Northwest maritime climate: cool, dry summers and mild, wet winters. Elma has the nearest official weather reporting station. Records for average daily temperatures show that January has the lowest at 39.5° F while August has the highest at 63.5° F. Precipitation normally averages 68.4 inches annually.

Topography

Topography in the City of McCleary includes moderately steep slopes to relatively flat ground. The highest elevation is 426 at the water tanks just beyond the eastern city limits. From that point, the slope drops to about 280 feet in the center part of the community. The lowest elevation is 262 feet at the western city limits along SR 108. Generally, development in McCleary has avoided slopes steeper than 20%. Figure 3 is the USGS topographical map for the McCleary area.

McCleary BM 76.0 -- raz ft Scale: 1:25.000 Detail: 13-0 Datum: WGS84 3-D TopoQuads Copyright © 1999 De Lorme Yarmouth, A.E. 04096 Source Data: USGS W123*17-30 W1231:18 0 Garden City -W123116-30

Figure 3: McCleary Area Topography, adapted from USGS 71/2 minute quadrangles

Soils

There are 11 different soil series in and around McCleary. Each of these soil series has differing characteristics that affect their suitability for development. Soil characteristics that influence development include slope, erosion potential, flooding, depth to water table, depth to bedrock, and drainage capabilities. These factors in turn create building limitations for residential and commercial structures as well as public infrastructure improvements like streets. The presence of hydric soils, often associated with wetlands, also point to regulatory concerns.

All soil types in the McCleary area have one or more characteristics that create constraints for future development. While it is rare for these constraints to totally prevent development, they may warrant special design considerations that can significantly add to project costs. For instance, on-site sewage disposal systems universally face severe limitations for development most often due to slope, poor percolation, and wetness. Development would have to connect to the city sewage collection and treatment system to prevent groundwater contamination. In similar ways, streets and structures that contend with slope, wetness, and low soil strength must rely on special design and construction techniques to overcome resulting problems.

Soils that present the most difficult problems to overcome include:

- Buckpeak silt loam (15): slope
- Schneider gravelly silt loam (131): slope
- Tebo silt loam (143): slope
- Nemah silty clay loam (91): depth to water table, hydric conditions
- Norma sandy loam (101): depth to water table, hydric conditions
- Salzer silty clay (127): depth to water table, hydric conditions

Figure 4 is an aerial photograph showing the location of all local soil types, and two tables summarizing their characteristics and building limitation follows on the next three pages.

Figure 4: McCleary Area Soils, from the Soil Conservation Service Manual

13	Buckpeak silt loam	101	Norma sandy loam
15	Buckpeak silt loam	105	Olympic clay loam
23	Carstairs very gravelly loam	106	Olympic clay loam
48	Humptulips silt loam	127	Salzer silty clay
71	Lyre very gravelly loamy sand	131	Schneider very gravelly silt loam
72	Lyre variant very gravelly loamy sand	142	Tebo silt loam
79	Montessa silt loam	143	Tebo silt loam
91	Nemah silty clay loam	146	Udipsamments, level



Table 1: Soil Characteristics for City of McCleary and Vicinity

0				Depth to				
				Water	Depth to	Erosion		7
Soil Type	Number	Slope	Flooding	Table	Bedrock	Potential	Drainage	Hydric
Buckpeak silt loam	13	8 - 30%	None	>9<	40 - 60"	Slight	Well drained	- 9
Buckpeak silt loam	15	65 – 90%	None	>9<	40 - 60"	Moderate	Well drained	No
Carstairs very gravelly loam	23	1 - 8%	None	,9<	,09<	Slight	Somewhat excessively drained	N _O
Humptulips silt loam	48	0 - 3%	Frequent	>9<	>60"	Slight	Somewhat excessively drained	No
Lyre very gravelly loamy sand	71	%8 - 0	None	>9<	>60"	Slight	Somewhat excessively drained	No.
Lyre variant very gravelly loamy sand	72	%E - 0	None	1.5 – 3′	>09<	Slight	Moderately well drained	No
Montessa silt loam	79	1 - 8%	None	1.5 - 2.5′	,09<	Slight	Somewhat poorly drained	No
Nemah silty clay loam	91	0 - 2%	None	+1 - 0.5′	,09<	Slight	Poorly drained	Yes
Norma sandy loam	101	0 - 2%	None	+1-1'	>60"	Slight	Poorly drained	Yes
Olympic clay loam	105	%8 – 0	None	>9<	<u>"09<</u>	Slight	Well drained	No
Olympic clay loam	106	8 – 30%	None	>9<	>60"	Slight	Well drained	8
Salzer silty clay	127	0 – 2%	Frequent	+1 - 0.5′	>60"	Slight	Very poorly drained	Yes
Schneider very gravelly silt loam	131	30 –65%	None	>9<	_" 09<	Moderate	Well drained	_S
Tebo silt loam	142	2 – 30%	None	>9<	>60"	Slight	Well drained	N
Tebo silt loam	143	30 – 65%	None	>9<	>60"	Moderate	Well drained	8
Udipsamments, level	146	0-2	Rare	>9<	>60"	None	Excessively drained	S

Table 2: Soil Building Limitations for City of McCleary and Vicinity

Soil Type	Number	On-site sewagie disposal systems	Shallow excavations	Dwellings with basements	Small commercial buildings	Streets
Buckpeak silt loam	13	Severe: slope	Severe; slope	Severe: slope	Severe: slope	Severe: slope, low strength
Buckpeak silt loam	15	Severe: slope	Severe: slope	Severe: slope	Severe: slope	Severe: slope, low strength
Carstairs very gravelly loam	23	Severe: poor filter	Severe: cut banks cave	Slight	Moderate: slope	Slight
Humptulips silt loam	48	Severe: flooding, poor filter	Severe: cut banks cave	Severe: flooding	Severe: flooding	Severe: flooding
Lyre very gravelly loamy sand	71	Severe: poor filter	Severe: cut banks cave	Slight	Moderate: slope	Slight
Lyre variant very gravelly loamy sand	72	Severe: poor filter, cemented pan, wetness	Severe: wetness	Severe: wetness	Moderate: wetness	Moderate: wetness
Montessa silt loam	79	Severe: wetness	Severe: wetness	Severe: wetness	Moderate: wetness, slope	Moderate: wetness
Nemah silty clay loam	91	Severe: ponding, percs slowly	Severe: ponding	Severe: ponding, shrink-swell	Severe: ponding, shrink-swell	Severe: low strength, ponding, shrink-swell
Norma sandy loam	101	Severe: ponding	Severe: cut banks cave, ponding	Severe: ponding	Severe: ponding	Severe: ponding
Olympic clay loam	105	Severe: percs slowly, slope	Severe: slope	Severe: slope	Severe: slope	Severe: slope, low strength
Olympic clay loam	106	Severe: percs slowly, slope	Severe: slope	Severe: slope	Severe: slope	Severe: slope, low strength
Salzer silty clay	127	Severe: flooding, percs slowly, ponding	Severe: ponding	Severe: flooding, shrink-swell, ponding	Severe: flooding, Severe: flood shrink-swell, ponding low strength, ponding	Severe: flooding, low strength, ponding
Schneider gravelly silt loam	131	Severe: slope	Severe: slope	Severe: slope	S,vere: slope	Severe: slope
Tebo silt loam	142	Severe: slope	Severe: slope	Severe: slope	Sèvere: slope	Severe: slope, low strength
Tebo silt loam	143	Severe: slope	Severe: slope	Severe: slope	Severe: slope	Severe: slope, low strength
Udipsamments, level	146	Severe: poor filter	Severe: cut banks cave	Severe: flooding	Severe: flooding	Moderate: flooding

Geology and Groundwater

Below its soil layer, the geology of modern day McCleary is a combination of Quaternary sediments and Tertiary sedimentary and volcanic rock. The topography of the area reflects its geologic makeup.

Sedimentary and volcanic bedrock that formed 55 to 65 million years ago during the Lower Tertiary period covers the entire area, but it is closest to the surface on the hillsides surrounding the city. Groundwater typically is unavailable in this bedrock. Rainfall percolating through the soil stops at this dense rock layer and flows downhill, collecting in the Quaternary sediments below in the valley floor.

Between 18,000 and 40,000 years ago, glaciers once flowed through what is now the Wildcat Creek Valley, carving the land and depositing deep layers of silt, sand, and gravel over the bedrock. These Quaternary sediments can range from 50 to 100 feet thick and their highly permeable nature creates an aquifer bearing large quantities of groundwater. Groundwater supplies generally run from 10 to 20 feet below the surface in the valley and flows at a slow rate of from the northeast to the southwest. Rainfall and surface water bodies contribute to this groundwater supply.

The City of McCleary relies on this aquifer as the only source for its municipal water supply. The highly permeable nature of Quaternary sediments makes them susceptible to surface pollution.

Surface Water: Rivers and Wetlands

The East Fork of Wildcat Creek is the largest flowing water body within the McCleary city limits. The stream travels for about 1½ miles through McCleary in a southwesterly direction and eventually joins with the Middle Fork to create Wildcat Creek about a mile west of where it leaves the city limits. The entire Wildcat Creek system joins with the Cloquallum River just east of the City of Elma.

Being a major tributary of the Cloquallum River, which in turn joins the Chehalis River, Wildcat Creek is undergoing greater scrutiny for its water quality impacts on fisheries. Biological assessments of Wildcat Creek rate riparian

conditions as poor, which likely contribute to warm water temperatures. The East Fork of Wildcat Creek does not come under the Shoreline Management Act until its confluence with the Middle Fork of Wildcat Creek. The City of McCleary sewage treatment plant discharges into the East Fork just west of the end of Maple Street.

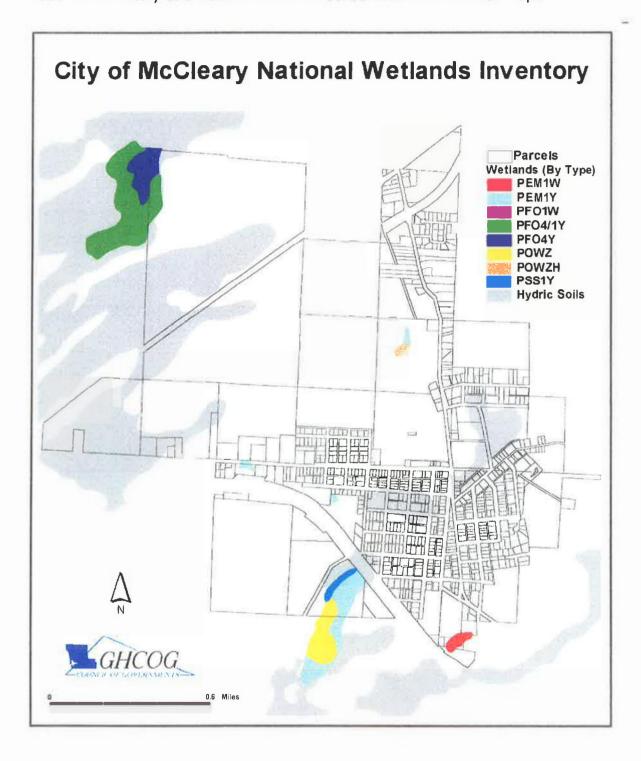
The only other natural waterway within the city is Sand Creek. Sand Creek is a tributary of Mox Chehalis Creek, which begins within the city limits south of SR 8. Less than 1,000 feet of one of two small marshy lakes that make up its headwaters is within the city limits. Sam's Canal, a drainage ditch that runs east to west that drains into the East Fork of Wildcat Creek, captures a small creek that runs adjacent to Mommsen Road east of the city limits.

The National Wetlands Inventory Map shows a limited number of wetlands in McCleary. Most are palustrine, or freshwater wetlands, such as swamps, bogs, and marshes. A few are riverine, or stream-associated wetlands along the East Fork of Wildcat Creek, Sand Creek, and Sam's Canal. The two largest of these wetlands in the city straddle the northwest boundary and the headwaters of Sand Creek south of SR 8. Figure 5 shows the approximate location of these wetlands.

The Natural Resource Conservation Service (formerly known as the Soil Conservation Service) identifies the Nemah (91), Norma (101), and Salzer (127) soil series as hydric soils. Hydric soils form under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper layers that may indicate the presence of wetlands. Salzer soils roughly occur in the 100-year floodplain west of North Summit. Nemah soils cut a large swath of area extending in from the western city limits north of the railroad track. An oval-sized pocket of Norma soils lies between Maple and Fir Streets from Main to 7th Streets. Areas with these soils may have wetlands that often do not show up on the National Wetlands Inventory Map. On-site verification is the only method to determine if wetlands exist and to what extent.

WAC 365-195-030(7), the state's adopted definition for wetlands, excludes artificial wetlands created from non-wetland sites, such as irrigation ditches, swales,

Figure 5: General Location of Potential Wetlands, adapted from the National Wetlands Inventory and Natural Resource Conservation Service Soil Maps



detention facilities, landscaping, and farm ponds. This regulation also requires using the <u>1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands</u>.

Frequently Flooded Areas

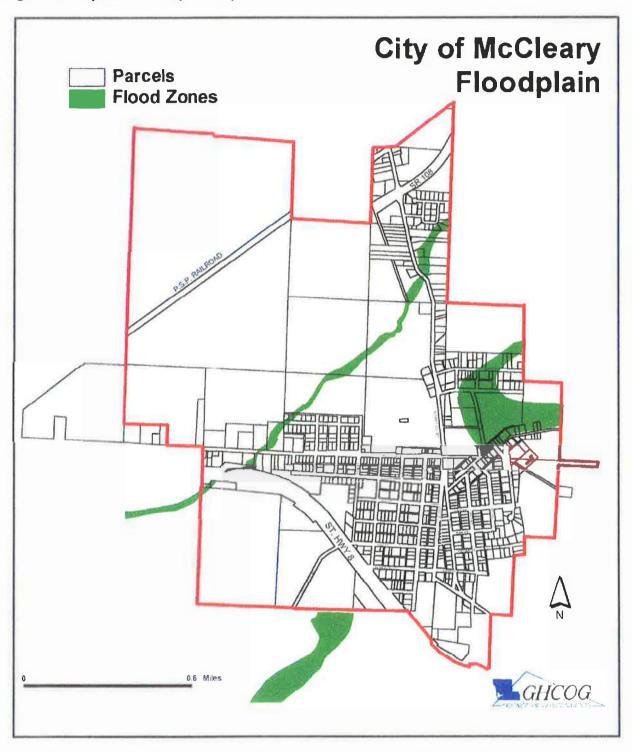
Frequently flooded areas are lands in the floodplain subject to a one percent or greater chance of flooding in any given year. These areas may include streams, rivers, lakes, wetlands, and the like.⁺

The Federal Emergency Management Agency (FEMA) has designated two frequently flooded areas within the city as lying within a 100-year floodplain. The first is a narrow band that runs the full length of the East Fork of Wildcat Creek through the city. The floodplain can vary from 200' to 500' in width. Most of the flood area passes through undeveloped parcels except east of Summit Road and south of Simpson Avenue.

The second 100-year floodplain is a large area that straddles 2nd Street between Mommsen Road and Beck Street. Most of this area is undeveloped, although parcels with homes border its edges. The source of this flooding appears to be from an unnamed creek that flows from hills east of the city limits. Sam's Canal helps to drain this area. Figure 6 shows the location of the 100-year and 500-year floodplains.

⁺ WAC 365-195-030(7)

Figure 6: City of McCleary Floodplains



Adapted from the McCleary Flood Insurance Rate Map (FIRM), Federal Emergency Management Administration

The Developed Environment

History of McCleary

The Northern Pacific Railroad first owned the land area that would later become the City of McCleary. The railroad acquired the site through a land grant in 1864. In the 1860's, there were also several homesteads in what is today downtown McCleary. The abundant acres of timber attracted other settlers to the area, including Henry McCleary who started a cedar mill at the present town location in 1897. The mill expanded in 1912 to include a door company. McCleary gradually became a "company town", since the mill owned most of the buildings, homes and utilities. The community attracted more settlers, drawn by employment opportunities, and continued to grow until the Great Depression of 1929. The mill closed in the 1930's and the town declined some in population and business activity.

The Simpson Logging Company purchased the mill from Henry McCleary in 1941, assets that included homes, utilities, hotel, and church. Simpson Logging Company renamed the plant the Simpson Door Company, which is today one of the oldest continuously operating door plants in the nation.

Simpson Logging Company was not interested in operating a "company town", so it improved utilities and offered residents a chance to purchase homes in anticipation of incorporation. The City of McCleary incorporated on January 9, 1943.

The physical layout of the city has not changed dramatically since the 1950's when a new school, hospital, fire and police station, library and city hall were built. Substantial upgrade and expansion of city utilities also happened in during this time. While these facilities have improved over the years, the character and pattern of the community has remained very stable. The timber industry still heavily influences the economy and today, the major employment center is the Simpson Door plant. Other major employers include the grade school, Mark Reed Hospital, and the Beehive Retirement Center. Employment opportunities in nearby South Puget Sound make many McCleary residents daily commuters.

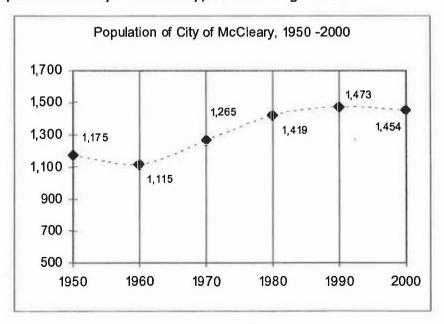
The City, which was originally incorporated as a town, now operates as a code city under Chapter 35A of the Revised Code of Washington (RCW). McCleary has a Mayor - Council form of government with a mayor and five councilpersons. Volunteers serve as appointed officials on the Planning Commission, Civil Service Commission, and Library and Park Boards. The City employs a staff of 16 people supervised by a city administrator. The city uses the hearing examiner system for making major land use permit decisions.

Historic and Future Population Trends

Historic Trends

The first official census of the City of McCleary occurred in 1950 when the U.S. Census recorded a population of 1,175. Overall, the city has grown at a relatively slow rate since that first count. Fifty years later, the 2000 US Census reports that McCleary grew by 279 people for a total population of 1,454. This is an overall population jump of 19.2% based on a 0.4% annual growth rate. Population actually declined from 1950 to 1960 and again from 1990 to 2000. The single largest percentage gain, 21%, occurred between 1960 and 1980. From 1980 to 2000, the city grew 2.4%.

Figure 7: Population of City of McCleary, 1950 through 2000



The Office of Financial Management (OFM) in 1995 prepared a series of 20-year population projections for each county in the state as required under the Growth Management Act. These are complex calculations based on a variety of factors such as birth and death rates, net migration rates, and economic forecasts. The OFM produced a high, medium, and low forecast for each county. While these OFM estimates sometimes underestimated growth for some counties in Western Washington, the opposite was true for Grays Harbor County. Grays Harbor County actually failed to reach the estimated high, medium, or low projections for the year 2000. The most recent 2000 OFM estimate for the county is 67,100, which is nearly 3,500 less than even the lowest growth management estimate.

Although there have been noticeable variations in the city's growth rates over time, McCleary's population has consistently averaged 2.2% of Grays Harbor County's total population in every U.S. Census since 1950.

Future Trends

The City of McCleary, just as the rest of Grays Harbor County and western Washington, will continue to grow over the next 20 years. The following four projection scenarios represent a likely range of population change from the year 2000 to the year 2020.

- 1. The first scenario assumes that the trend representative of the last 20 years will project into the future. This is a 2.4% population increase.
- 2. The second scenario assumes the city's population will experience both periods of growth and decline just as it has done over the past 50 years. Pro-rating the 19.2% growth to the 2000 2020 planning period, the city would increase by 7.7% over the next 20 years.
- 3. The third scenario assumes the City's population will continue to remain at 2.2% of the county's medium-range future population estimate of 86,309 in 2020.
- 4. The fourth scenario adopts the projection from the City of McCleary Wastewater Facility Plan. This projection assumes an annual growth rate of 2%, resulting in a 2020 population of 2,412.

The results of these projections follow below.

Table 3: Future 20-Year Population Projection Results

Scenario	Rate of Growth	Future Population by 2020
Scenario #1	Increase by 2.4%	1,489
Scenario #2	Increase 0.4% annually	1,575
Scenario #3	Increase 2.2% of projected county population	1,899
Scenario #4	Increase by 2% annually	2,412

It is important to note that these scenarios are simply "best guesses" of the possible future. A wide variety of events can dramatically change these projections. For example, decisions to annex large land areas to the city or the success of economic development projects bringing new employment to the area, such as the Satsop Industrial Park, may place added growth pressures on the city. It will be important for the city to monitor population growth and make adjustments as new information becomes available.

Population Profile

The most recent demographic information specific to McCleary is from the 2000 US Census. The US Census Bureau is just beginning to release general demographic information from the 2000 count by city, with more specific information by census tract due later in 2001 and 2002. The tables below present data about McCleary residents concerning sex and age, race, and household types.

Table 4: City of McCleary Residents by Sex, 2000 US Census

Sex	Number	Percent
Male	693	47.7
Female	791	52.3

Table 5: City of McCleary Residents by Age, 2000 US Census

Age	Number	Percent
Under 5 years	98	6.7
5 to 19 years	294	20.2
20 to 44 years	477	32.8
45 to 64 years	312	21.4
65 years and over	273	18.7

Table 6: City of McCleary Residents by Race, 2000 US Census

Race	Number	Perc e nt
Total population	1,454	100.0
One race	1,403	96.5
White	1,372	94.4
Black or African American	3	0.2
Asian	13	0.9
Native Hawaiian or other Pacific Islander	4	0.3
Some other race	0	0.0
Two or more races	11	0.8
Hispanic of any race	32	2.2

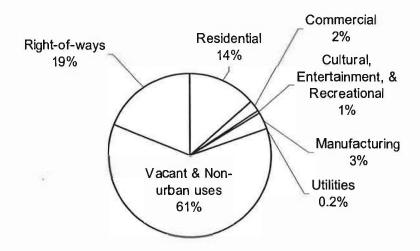
Table 7: City of McCleary Residents by Household Type, 2000 US Census

Household by Type	Number	Percent
Total households	555	100.0
Family households	377	67.9
With own children under 18 years	178	32.1
Married-couple family households	279	50.3
With own children under 18 years	118	21.3
Female householder, no husband present	76	13.7
With children under 18 years	48	8.6
Non-family households	178	32.1
Householder living alone	151	27.2
 Householder 65 years and over 	73	13.2
Households with individuals under 18 years	194	35.0
Households with individuals 65 years & over	155	27.9
Average household size	2.48	_
Average family size	3.00	

Land Use

Land uses in McCleary are typical of a rural community that has evolved around a single large, industrial employer, the Simpson Door Company. The official city boundaries encompass 1,205 acres or 1.9 square miles, making McCleary the sixth largest municipality in area in Grays Harbor County.

Figure 8: McCleary Land Uses by Percent of Total Land Area



The Grays Harbor County Assessor lists 26 different land uses in the community as shown in Table 8 on the next page. Vacant and non-urban uses make up the single largest land use category in McCleary, covering 740 acres or 61% of the city. These lands consist of undeveloped residential, commercial, and industrial parcels as well as timberlands classified under RCW 84.33. The timberlands themselves account for 578 acres or 78% of all lands in this category. Most of this land is in large parcels, although the undeveloped residential and commercial parcels tend to be much smaller. Currently, the city designates only 161.1 acres, or 16% of its total land area, as under its Forest Zoning District.

Right-of-ways that include highways, streets, alleys, and railroads make up the next largest land use. These cover 19% of the city or 226 acres and fall under a variety of zoning districts.

Developed residential areas extend over 14% of the city, a total of 163 acres. Parcels with single-family homes make up 94% of all residential lands, followed by apartments with five or more units, homes with two to four units, and mobile home parks. The city has designated 34% of its land base, or 347 acres within its single-

Table 8: Land Use Codes, Number of Parcels, Total Acres, and Assessed Value for City of McCleary Parcels, 2001

Land Use	Land Use Code	Number of Parcels	Total Acres	Value
Household, single family unit	11	487		\$ 35,603,045
Household, 2 to 4 Units	12	13	3.0	
Household, 5 or more units	13	4	5.2	\$ 1,879,455
Mobile home parks or courts	15	1	2.3	\$ 60,000
All other residential not elsewhere coded (bare land platted & outside plats and sheds in city limits)	ά,	112	1383	\$ 1523.475
Lumber and wood products	24	-	1	
Industrial land	36	n	†	\$ 958,500
Industrial land with building	37	~	\vdash	
Utilities	48	_		
Commercial land	50	23	8.7	\$ 449,743
Retail trade - general merchandise	53	1	0.8	\$ 278,500
Retail trade - food	54	1		\$ 347,000
Retail trade - automotive, gas stations, parts stores	55	4	0.8	\$ 953,113
Retail trade - eating & drinking, restaurants	58	ဇ	0.3	\$ 203,250
Other retail trade	59	5	2.5	\$ 683,000
Commercial land with single family residence	09	18		\$ 856,325
Finance, insurance, & real estate services	61	ന	0.7	\$ 385,000
Personal services	62	က	1.3	1,052,530
Professional services	65	ဇ	0.6	\$ 206,325
Governmental services	29	n	1.6	\$ 210,825
Educational services	89	1	6.0	
Miscellaneous services	69	14	8.7	5 2,670,375
Public assembly - church	72	4	1.7	\$ 847,250
Recreational activities - RV parks	74	1	6.6	5 57,620
Classified forest land RCW 84.33	87	13	578.3	\$ 1,226,253
Undeveloped land	91	1	2.0	9,500
Subtotal		724	979.0	\$ 60,662,899
Right-of-ways			226.1	
TOTAL			1,205.1	60,662,899

Note: The assessed values above include tax-exempt properties, such as public properties and churches.

family and multi-family zoning districts. The 2001 total assessed value of all developed residential lands is \$38,722,420.

Commercial lands under the Assessor's land use codes include parcels with structures conducting trade and services activities as well as educational and governmental services. Developed commercial parcels cover 26 acres or 2% of the total city. Ten percent of lands in the city, or 104.1 acres, have a commercial zoning designation. The 2001 total assessed value for these parcels is \$10,313,943.

As significant as manufacturing is to McCleary, 41.3 acres, only slightly more than 3% of the total land area, is devoted to this use. However, the city has placed 420 acres, or 40% of its land base, into an Industrial zoning district. Although there are just three developed parcels in this category at the present time, they have a total assessed value of \$7,402,695.

Lands used for cultural, entertainment, and recreational activities cover account for 8.3 acres or less than 1% of all lands. The assessed value for these uses is \$962,490.

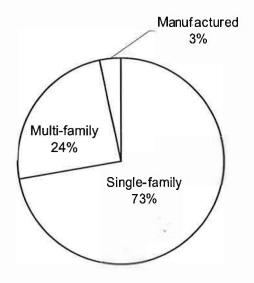
Housing

Statistics from the Office of Financial Management (OFM) for 2000 show there are 716 housing units within the city limits. Multi-family housing units have seen substantial growth over the last ten years, followed by manufactured homes. The number of single-family homes continues to grow as well.

Table 9: City of McCleary Housing-types, 2000 OFM

Housing-type	1990	2000	Percent change
One-unit	498	517	4%
Two or more units	82	175	53%
Manufactured home/trailer	14	24	42%
Total units	594	716	17%

Figure 9: Housing-Types by Percent of Total Housing, 2000 OFM



Single-family housing units account for nearly three-quarters of all homes in McCleary. Homes with two or more units make up another quarter. Manufactured homes are only 3% of the housing stock, which is the lowest rate of any community in Grays Harbor County.

The records of the Grays Harbor County Assessor as of May 2001 offer a considerable source of housing data. For instance, they indicate that the median year of construction for single-family residences was 1950. The top three years for the most homes built in McCleary were: 1912 (38), 1924 (28), and 1978 (25). The past ten years, 2001 – 1991 saw 38 single-family homes built.

The median size for all single-family homes, without counting garages and carports, is 1,192 square feet. The median size for single-family homes built in the last ten years grew to 1,245 square feet. The median assessed value for structures on parcels with single-family homes is \$50,390. The median lot size was 9,030 square feet and the median lot value was \$21,000. Vacant residential lots have a median lot size of 12,253 square feet.

The 2000 US Census also provides data about housing in the City of McCleary. Table 9 summarizes information about housing occupancy and tenure.

Table 10: Housing Occupancy and Tenure, 2000 US Census

Housing Occupancy & Tenure	Number	Percent
Total housing units	583	100.0
Occupied housing units	555	95.2
Vacant housing units	28	4.8
Homeowner vacancy rate	_	2.7
Renter occupied vacancy rate	_	6.1
Homeowner housing units	355	64.0
Renter housing units	200	36.0
Average household size for owner-occupied units	2.57	_
Average household size for renter-occupied units	2.33	_

Public Facilities and Services

City Owned and Operated Facilities and Services

The city provides basic government services and a municipal court; law enforcement; fire protection; public water and sewer; electricity; a community center; parks and a city cemetery. The city contracts for solid waste collection and disposal services with LeMay Enterprises.

Public Buildings

Public buildings owned and operated by the City of McCleary include the City Hall, Fire Department, and City Shop complex located adjacent to each other on a parcel of land downtown on 3rd Street. The City Hall itself is somewhat crowded serving both city functions and the Timberland Library branch. The city completed a remodel of the Community Center, located at the west end of the city on Simpson Avenue, in the spring of 2001. The Center, with a capacity for approximately 80 people, is available for community events year round.

The city has a storage warehouse know as the "float shed" adjacent to the wastewater treatment plant. This facility serves as a storage location for food bank supplies and the city's parade float. A new Transit Center owned by the city is south of the City Hall on 3rd Street. In addition, the city owns a 12-acre former gravel pit on Mox-Chehalis Road East south of State Route 8.

Police Department

The City of McCleary Police Department is responsible for law enforcement. The Department is located in the south portion of City Hall with no direct access from the Department to other areas in City Hall. Staffing includes a chief, three commissioned officers and five reserves. The Department has five vehicles: a chief's car, three black and white patrol cars and one vehicle for the reserve force. Call response time is five minutes or less. Over 60% of police activity is related to traffic management. The city police officers also frequently respond to traffic problems outside the city limits on SR 8 and 108 due to the proximity of these state routes to the department. The city has an inter-local agreement with the Grays Harbor County to house its prisoners at the county correctional facility.

Fire Protection

The City of McCleary Fire Department, located in a free standing building adjacent to City Hall, provides fire suppression for the city. This in an all volunteer department with a chief and approximately 25 volunteers. The department has 1998 and 1972 pumper trucks and all new equipment. Rural Fire District #12 stores a tanker truck in the department's building which is available for city use. Response time is 5 minutes or less. The city has a mutual aid agreement with Fire District #12 and the City of Montesano has a ladder truck available to respond to requests for assistance in case of fire at the Mark Reed Hospital or Simpson door plant.

City Parks and Cemetery

Beerbower Park, located adjacent to City Hall on 7 acres, is a fully developed active gublic recreation area. Facilities include a lighted ball field, tennis court, basketball half court with two goals, picnic area with shelter, fenced play area, restrooms, and horseshoe court. A covered display with a historic steam locomotive from the original Henry McCleary Mill and antique fire engine plus an adjacent information kiosk are at the park entrance on Curran Street. There is an off street parking lot easily accessible to the park at the corner of Fir and 1st Streets. The park serves at the site for the annual McCleary Bear Festival every summer in July.

There are two other city-owned recreation spaces. Eddie Beirs Memorial Park is a small passive recreational area that is 0.02 acres. It lies between South 1st and South Main Streets. The park has landscaping and a picnic table. The one-acre parcel at the McCleary Community Center has a small wooded area and playground equipment. This site is neither fenced nor landscaped.

The City cemetery is located on Simpson Avenue directly to the west of the Community Center. The community uses approximately one acre of the cemetery; there is some additional acreage available for expansion.

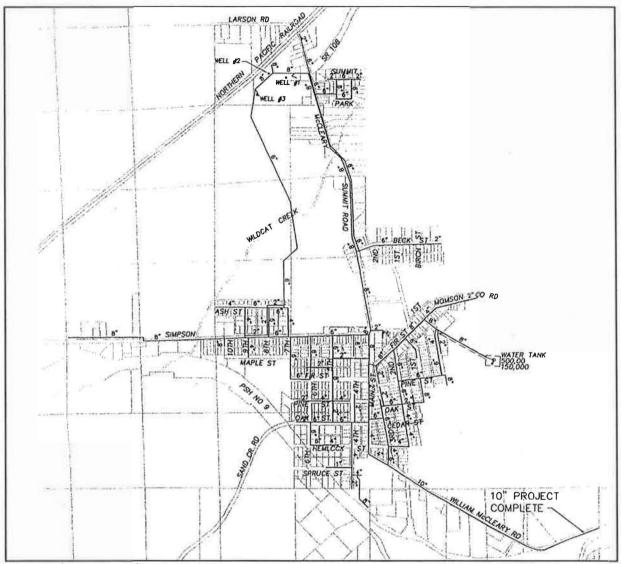
There is no planned expansion of the city's park system; however, any large annexations to the city will require the acquisition of additional parkland to meet minimum standards. The cemetery is beginning to reach capacity and the city anticipates an expansion will become necessary within the next 20 years.

Water System

The City of McCleary owns and operates a Group A municipal water supply system serving the city and adjacent service area. There are 681 water service connections within the city limits and approximately 30 residential connections located outside the city limits. According to the most recent data, the system produces around 81.24 million gallons of water annually. Residential, commercial and industrial customers use approximately 84% of this supply. The remaining 16% is unaccounted water, which can include leaks and services without meters, such as the city parks, cemetery and the McCleary Bear Festival.

There are three wells serving the system, all located near the intersection Summit and Larson Roads. The primary source of supply for the system is Well #2 with well #3 used as a back-up during periods of high demand. Well #1 is inactive and unconnected to the system due to its shallow depth in the aquifer. Pumping capacity is 330 gallons per minute (gpm) for Well #2 and 500 gpm for Well #3. The current average daily flow is 22,562 gallons per day. The treatment system uses chlorine to disinfect and polyphosphates to remove high levels of iron and manganese.

Figure 11: Water System



Excerpted from City of McCleary Water System Plan

Two steel reservoirs for water storage, 500,000-gallon and 150,000-gallon tanks respectively, are on the east side of town and provide a combined capacity of 650,000 gallons. The current storage requirement for the city is 270,00 gallons and the available storage capacity is 467,920 gallons. The water distribution system, as shown in Figure 11, has of 54,340 lineal feet of pipe of various widths.

The existing water system is more then adequate to accommodate projected growth to the year 2020, assuming there is no addition of a new large volume commercial or industrial user. There is no need for additional reservoir capacity unless the city annexes any large land areas or aggressively extends water connections outside the city limits. However, long-range capacity analysis indicates that if a higher then expected growth rate occurs, an additional well or the installation of a new 300,000-gallon reservoir will be necessary.

The current system has a fire flow capacity of at least 500 gallons per minute with the exception of Ash Street between 9th and 10th and Cedar Street. Adding a 12-inch main from the reservoir to Cedar Street and Hemlock and looping within the system will solve these problems. It will also increase fire flow within the existing commercial area to 1,000 gpm or greater. Areas of concern include providing industrial fire flow and minimum fire flow to all residential areas in the city. The city does not have adopted fire flow standards; however, total storage capacity required to provide fire flow, 120,000 gallons, is adequate.

The Simpson Timber Company operates its own water system for fire protection at the Simpson door plant. This is a non-potable system for fire protection only. The system includes an impounding dam on Wildcat Creek that provides approximately six acre-feet of water. A 22-inch supply main transports water from the dam to the pumping plant. The pumping plant has a capacity of 3,850 gpm at 110 psi.

All city wells rely on the Wildcat Creek Valley aquifer for their supply. Given the geologic and soil make-up of the valley, this aquifer is highly susceptible to point and non-point contamination by land uses. The 1994 HartCrowser aquifer study delineated the aquifer through a generalized well field recharge area map.

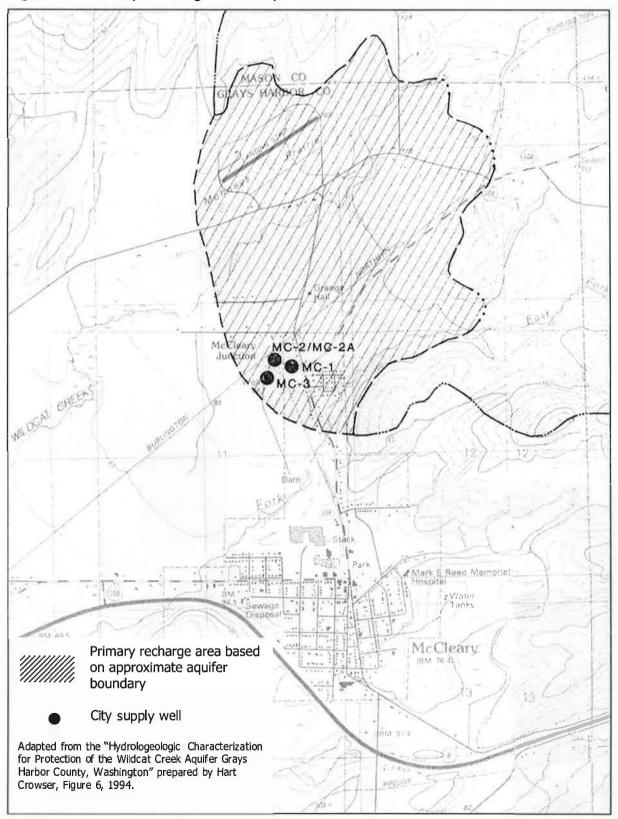


Figure 12: Primary Recharge Area Map

As Figure 12 shows, the majority of this primary recharge area lies outside of the city's jurisdiction in Grays Harbor County.

The city developed a wellhead protection program in 1998. The most common potential threats to the water supply in McCleary are residential on-site sewage disposal systems and accidental spillage of hazardous substances along SR108 and the Puget Sound and Pacific Railroad Company tracks. A public education campaign and plans for hazardous spill response are in place.

There are no significant deficiencies in the system, but the city's <u>1999 Water</u>

<u>System Plan</u> recommended the following improvements over the 20-year planning horizon:

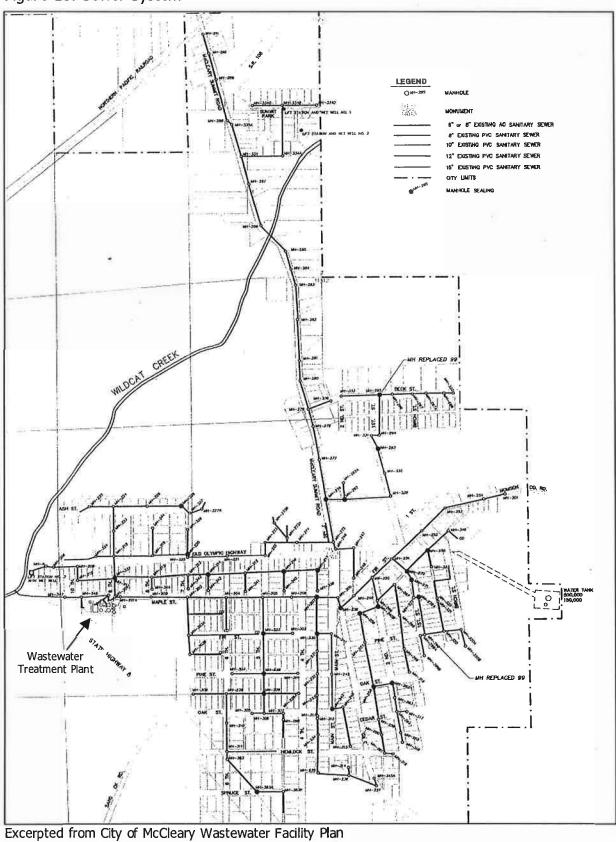
- 1. Source: Redevelop Well #1 to maintain water rights, automate Well #3, and monitor aquifer levels.
- 2. Storage: A new reservoir.
- 3. Distribution System: Main improvements to reduce water leaks, fire flow improvement, and growth driven improvements if development occurs south of State Route 8.
- 4. Treatment: Upgrade hypo-chlorination system.

Sewer System

The City of McCleary operates a sewage collection and treatment system. The collection system relies on approximately 53,000 feet of pipe, as shown in Figure 13 to deliver sewage to the wastewater treatment plant. The city first built the plant in 1952 and substantially upgraded it in 1982. There are 674 sewer connections and 593 sewer accounts within the city limits. The only significant commercial or industrial user is the Simpson door plant.

The majority of sewage flows by gravity to the city's wastewater treatment plant located south of Simpson Avenue between 9th and 10th Streets. There are three small lift stations: Lift Stations 1 and 2 serve the Summit Park area at the north end of the city and Lift Station 3 serves an area adjacent to Wildcat Creek at the west end of the city.

Figure 13: Sewer System



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The city operates a trickling filter/anaerobic digestion wastewater treatment plant. The plant is designed to treat a maximum monthly flow of 0.25 million gpd. Current maximum average monthly flows are 0.43 gpd. Effluent is discharged at an outfall 50 feet downstream of the confluence of Sam's Canal and the East Fork of Wildcat Creek. Treatment plant effluent constitutes 10 to 15% of the total creek flow during seasonal low flow conditions. The plant dewaters sludge and biosolids, which the city stockpiles and composts.

The wastewater treatment plant is inadequate to meet the needs of the existing population and cannot accommodate any growth without significant improvements. The city received Notice of Violation of their National Pollution Discharge Elimination System Permit (NPDES) for exceeding flow and water quality standards in 1996. In 1997, the state reissued the city's NPDES permit with conditions specifying the city undertake studies, develop design plans and complete required capital projects within a designated timeframe.

To meet the permit requirements, the city began addressing infiltration (groundwater entering the system) and inflow problems (surface runoff entering the system) in 1998 and 1999. A <u>Wastewater Facilities Plan</u> prepared in 2000 recommended projects that will meet both the NPDES permit stipulations and projected population increases to the year 2020. The city anticipates completion of the appropriate improvements as follows:

- 1. Wastewater Treatment Plant upgrade and expansion that includes: replacement of the existing treatment process with a sequencing batch reactor activated sludge treatment process; installation of a UV disinfection system to replace the existing chlorination/dechlorination disinfection system; repair of plant outfall; and, a new sludge handling system. The expanded treatment plant will be designed to treat a maximum monthly average flow rate of 0.57 million gpd. Completion date: 2004.
- 2. Simpson Avenue sanitary sewer extension. Completion date: 2008

- 3. Exiting collection system and pump station maintenance and replacement, including infiltration and inflow correction. Completion date: 2006
- 4. Second phase composting facilities expansion. Completion date: 2014

Stormwater

The city's major stormwater facility is Sam's Canal. The Canal runs east to west through the city and goes under Maple Street from 2nd to 7th Streets. Additional facilities include street ditches and/or culverts. The city does not have a stormwater management plan or ordinance, but it has adopted the Washington State Department of Ecology's 1996 Stormwater Management Manual for stormwater guidelines. The current stormwater system is adequate according to the city's 1992 <u>Capital Improvement Plan</u>, but should be reviewed in light of new environmental standards.

Electricity

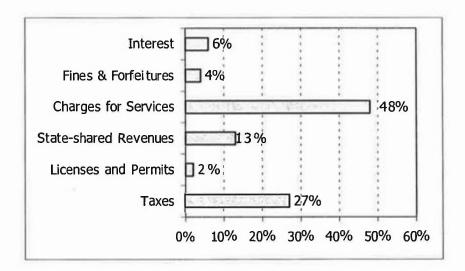
The City of McCleary purchases electricity from the Bonneville Power Administration (BPA) and distributes it throughout the city. The city also provides electric services to about 200 residential customers outside the city limits, mainly to properties to the north of the city. The power distribution system uses a combination of above ground and underground lines. A new substation built in 1999 is part of a complete system upgrade that will be finished in 2004. The city recently signed a new 10-year agreement for supply with BPA. At this time, growth is not limited by the availability of electricity.

Financing City Facilities and Services

The City of McCleary depends on a combination of revenues to finance the city services. The major funds in the city's annual budget are Current Expense, Parks and Cemetery, Street, Light and Power, Garbage, Water and Sewer. Expenditures from these funds are made for two purposes: operations and maintenance and capital expenditures for items that are expensive and have a service life of more then one year.

General property taxes are a significant revenue source for the city and it is important to note that the community has not added any new residences or commercial structures on its tax rolls in the past several years. The city's assessed value grew by only 2% from \$54,603,420 in 1998 to \$55,751,896 in 2000, which is less then the current rate of inflation. Other revenue sources are sales taxes, fines, interest and state shared revenues such as the motor vehicle fuel tax and sales tax equalization help pay annual expenses. Service charges cover operating expenses for water, sewer, electricity and garbage. State and federal grants programs supplement local revenue sources.

Figure 14: Average Revenue by Source & Percent, Fiscal Years 1999 & 2000



Capital expenditures make up approximately 16% of total expenditures. The city currently has one outstanding capital debt, the sewer revenue bond that will retire in the year 2022. There is no other long-term debt anticipated at this time. The city presently depends on grants to finance capital projects, such as street improvements and the recently constructed Transit Center.

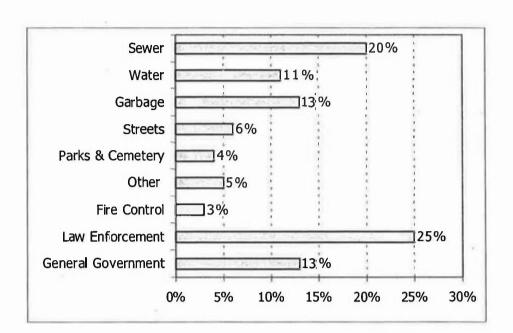


Figure 15: Average Expenditure by Function & Percent, Fiscal Years 1999 & 2000

The city's most expensive planned capital improvements relate to the sewer and water systems. Costs for the sewer system improvement are necessary for bringing the system into NPDES permit compliance for existing users. The Wastewater Facilities Plan recommends that the city immediately seek grant and low interest loan funding for upgrading the wastewater treatment plant. Other recommendations for revenue enhancement are increasing service charges, relying on volunteer/self-help where possible, and allocating approximately 10% of annual rate revenues to the city's Capital Replacement Account to fund replacements and repairs overtime. The city's Water System Plan recommends funding for system improvements; except for a new storage reservoir, if needed, with modest rate and connection fee increases.

Table 11: Sewer and Water Capital Improvements, Years 2000 - 2020

Improvement	Cost	
Sewer		
 Treatment Plant Upgrade 	\$4,730,000	
I & I Correction	\$47,500	
 Simpson Avenue Extension 	\$654,000	
Composting Expansion	\$40,000	
Subtotal	\$5,471,500	
Water		
 Source 	\$53,900	
 Main Replacement 	\$20,020	
Fireflow	\$408,045	
 Storage* 	\$444,000	
Subtotal	\$925,965	
Total Cost for Sewer & Water Improvements	\$6,397,465	

Financing other new capital improvements will be a challenge for the city. The most common approaches are: government grants and low-interest loans, bonds, and local improvement districts. Current policy is to depend on grants to fund all new capital projects other then sewer and water. The city has been very successful to date in securing grant funding, but it is important to remember competition for limited public resources is always high. Developer agreements are a tool available to the city to deal with future growth. These agreements assure that growth pays its fair share of the necessary improvements to service their property.

Other Public Facilities and Services

There are four other public service providers located within the corporate limits: School District #65, Hospital District #1, a branch of the Timberland Regional Library, and the U.S. Postal Service. East Grays Harbor Medic #1, located in the City of Elma, is responsible for emergency services for the community and Grays Harbor 911 provides all dispatch for police, fire and the hospital.

McCleary School District #65

McCleary School District #65 covers 20 square miles and provides a full range of educational services for children from kindergarten through 8th grade. Student enrollment has remained very stable over the past 15 years with an annual average

of 284 students. Enrollment has decreased slightly since the 1996-97 school year from 301 to 266 students to-date for the 2000-2001 school year. The District also operates a preschool program serving about 50 students. Elma High School, located in the City of Elma about 10 miles west of McCleary, is the designated high school for resident secondary students. The District operates busing services to this site. Secondary students may also chose to attend another high school in the area, but must provide their own transportation.

All school facilities are located on South Main Street. Facilities include aK-8 grade school and administrative service building and a large outdoor recreation area with football field, running track, softball diamond, and playground equipment. The school building, constructed in 1949, has had several major additions and the community passed a recent six-year levy for new facility improvements. The District has ample capacity to meet growth projections for the City of McCleary. Rapid growth trends outside the city limits in the District's service area, however, may influence facility capacity needs in the future.

McCleary Timberland Library

The McCleary Timberland Library, located in a small space in City Hall, is a branch of the Timberland Regional Library which services Grays Harbor, Lewis, Mason, Pacific, and Thurston Counties. The Library is open 20 hours a week at various hours. Residents can access additional library services through the regional system. The library facility is very small and community efforts are underway to address this issue. The city is responsible for providing physical facilities for the library.

Mark Reed Hospital

Hospital District #1 operates Mark Reed Hospital located on the east side of the city on South Birch Street. This is a community hospital with 5 inpatient beds, 24 hour emergency services, and specialty and after hours clinic services. The hospital has radio contact with Grays Harbor Medic #1 and a helicopter pad for patient evacuation to other medical facilities as needed.

McCleary Museum

The McCleary Museum is a private museum with an all-volunteer staff. The museum in located in the Carnell House on 2nd Street. The museum is open June through August on weekends and by appointment. The museum displays historical items from the area and has an extensive collection of documents indexed as a research tool for genealogical studies and local history.

Other Providers

The U.S. Postal Services operates a Post Office in the city with a combination of home delivery and box services. The Post Office has its current building on South 4th Street, but it plans an expansion to a new site in the future. CenturyTel, Cascade Natural Gas, and AT&T provide telephone, natural gas and cable television services.

Transportation

The majority of transportation facilities to, from, and within the City of McCleary are state roads and city streets and sidewalks. McCleary has a flashing caution signal and except for a small pedestrian footbridge that crosses Sam's Canal near City Hall, there are no bridges.

State Routes

State Route 8 (SR 8) is a limited access road crossing a corner of the southwestern portion of the city for a little over three quarters of a mile from west to the east. This is a major road linking traffic from the southern Olympic Peninsula and Grays Harbor County to the City of Olympia and Interstate 5. Washington State Department of Transportation (WSDOT) traffic counts just west of the city limits (Mile Post 6.03) indicate this route had 13,750 average daily trips (ADT) from 1996 to 1999.

SR 108 serves as a link north from SR 8 to U.S. Highway 101. It begins just west of the city and terminates four miles south of Shelton in Mason County. SR 108 serves as the main west-to-east arterial road through the city along Simpson

Avenue to Curran Street as well as the main south-to-north route on Summit to the city limits. SR 108 is a limited access route for 1.1 miles from Beck Street north. Traffic counts along SR 108 reflect both inter- and intra-city travel. ADT increased by 12% on Simpson Avenue and by 20% on Summit Avenue north to the city limits from 1996 to 1999. WSDOT actual traffic counts in 1999 were 5,100 ADT along Simpson Avenue, 4,200 ADT north on Summit Road, and 2,700 ADT at the northeast city limits.

City Streets

The city street network has 9.54 miles of roadway. The city's arterial street system includes

- SR 108;
- 3rd Street southeast to the city limits at SR 8;
- 4th Street;
- 6th Street;
- Simpson Avenue to Maple Street;
- Maple Street from 3rd to 6th Streets;
- · Fir Street from Birch to Pine to 3rd Streets; and
- Main Street, Simpson Avenue to 3rd Street.

Simpson Avenue and Summit Road (SR 108) are included because they serve as integral components of the city's street system. All other city streets are local collectors.

Table 12: City of McCleary Street by Type and Linear Feet

Туре	Length
Arterial	10,700
City Arterial	10,250
Local Collector	29,500
TOTAL	50,450

Figure 16 on the next page shows the location of arterials and city arterials



Figure 16: City of McCleary Designated Arterials and City Arterials

The street pattern is a classic grid with most streets having an asphalt or chip seal surfacing. Streets in the downtown core and south along 3rd Street to the new Transit Center have sidewalks. There is a small public, paved parking lot at the corner of Fir and Curran Streets serving the City Hall complex and Beerbower Park.

The city's current street system can accommodate some limited growth in the developed areas, but it needs street improvements, such as resurfacing and widening as well as sidewalk repair. The city's Six-Year Transportation

Improvement Program for the years 2000 to 2005 projects a need for \$760,000 in street and sidewalk improvements and \$1,000,000 for new construction. Current city policy is to rely on intergovernmental revenue sources and grants to fund the street projects identified in the Program. Funding sources for routine operation and maintenance will be locally generated revenues. There is one sizable new WSDOT road project in the planning phase, an SR 8 overpass connecting McCleary Sine and Mox Chehalis Roads.

Major street projects are necessary to accommodate growth in all undeveloped areas of the city. New streets must be capable of supporting the development they serve. It is critical that the design of these streets assure appropriate linkages to existing streets and coordinate with utility system plans including stormwater management. Substantial new growth to the northwest will require an expansion of the city's arterial system. Growth south of SR 8 will require an entire new system of arterial streets, local collectors and sidewalks.

Safety is another consideration as population and traffic volume increase; especially the danger of conflicts between pedestrians, bicycles and vehicles. A caution signal at the Simpson and Curran Street intersection and additional marked crosswalks should be a consideration if ADT increases significantly on SR 108. It is important to monitor all school bus routes for safety issues as traffic volumes grow. New streets should be required to serve vehicle, bicycle, and pedestrian traffic to guarantee safety of residents and visitors. Any development south of SR 8 will raise crucial concerns of safe north/south access across this highway. It is important to recognize the cost of providing safe and convenient travel throughout the city in the future can be substantial.

Public Transit

Grays Harbor Transit Authority provides public bus service to and from the City of McCleary. Service is available throughout Grays Harbor County and to the City of Olympia with connections available to Lewis and Pacific Counties. The city owns the new McCleary Transit Center, on 3rd and Main Streets south of City Hall. The center serves as the public bus station, offering amenities including a park-and-ride lot, covered benches, and restrooms. There are 13 round trips to and from McCleary, Monday through Friday, with reduced service on the weekends. Grays Harbor Transit also offers Dial-a-Ride to residents of the city, a door-to-door transportation service for seniors and people with disabilities.

Railroads

The Puget Sound and Pacific (PSP) Railroad Company owns the rail line that traverses through the McCleary City Limits from its southwest to its northeast corners. This east-west PSP Railroad line begins in Hoquiam and connects at Shelton with track owned by the United States Navy that serves US Naval Submarine Base Bangor. The train running through McCleary requires greater locomotive power than other short-line tracks in the area due to the heavier grade between Elma and Shelton. Normally, three locomotives are necessary for the Bangor Turn. Center-beam flats and boxcars are also common on this train as are general-service gondolas and special loads for the navy at Bangor.

The track crosses the McCleary-Summit Road at the northeast city limits and relies only on stop signs. This lower level of caution could present a hazard if substantial development happens in the northeast area of the city.

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State of Washington Source Water Protection

Case Study: City of McCleary Public Water Supply Wells

1.0 BACKGROUND

The purpose of this study is to assess the current conditions of the City of McCleary's public water supply with respect to water quantity and water quality, and provide recommendations for protection and management strategies for future growth to both county and city officials. The study is also designed to provide guidance to Grays Harbor County residents who rely upon private domestic wells for water supply. This study is a case study for a larger effort being conducted at the State level to provide guidance to local governments in the form of training workshops and materials to include both technical (hydrogeologic) and planning (land use) concepts.

The City of McCleary draws water from the Wildcat Creek Aquifer in Grays Harbor County. A development moratorium has been imposed within the Wildcat Creek Aquifer by the county commissioners during which some of the issues raised at public meetings can be investigated and a sustainable level of development within the area can be determined. According to local sources, there are at least two subdivisions that are on hold as a result of the moratorium (The Vidette, 2007).

In order to assess the amount of groundwater available for McCleary's public drinking water supply wells, a hydrologic budget and safe yield analysis were conducted. In order to further characterize the hydrogeology within the aquifer, and how it impacts the water table, private and public well installation logs were examined and hydrogeologic studies conducted by the United States Geological Survey (USGS) among others were reviewed.

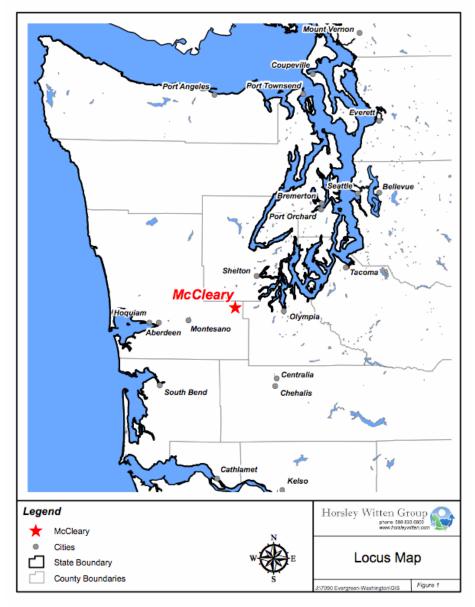
There are several types of assessment techniques which can be used to evaluate the water quality of a water resource (EPA, 2004). For the purpose of this study, a nitrogen loading analysis was conducted, since the potential threat to the regional drinking water supply is increased development in the area. Elevated nitrogen levels found in groundwater and surface waters are often directly related to increased development in their respective contributing areas, due to infiltration of nitrogen contained in wastewater effluent, fertilizers and stormwater runoff. A nitrogen loading analysis was conducted for the current conditions of the recharge area as well as the buildout conditions.

Site Description

Founded as a logging camp in 1898 (McCleary, 2007), the City of McCleary is set within the northeast corner of Grays Harbor County in the State of Washington (Figure 1). The City is experiencing growth over the last several years, partly due to its convenient location, approximately 30 miles from Interstate 5 at Olympia, and also within an easy commute to expanding job opportunities in the Thurston County area (McCleary, 2007).

The City has also expanded geographically as a result of annexations of adjacent County lands (Figure 2).

Figure 1. Locus Map of McCleary



The County area outside of McCleary within the recharge area to the McCleary Public Wells is very rural, and is primarily composed of single family residences, agricultural land, and forested area. A small airport is also located within the northern portion of the County in the recharge area.

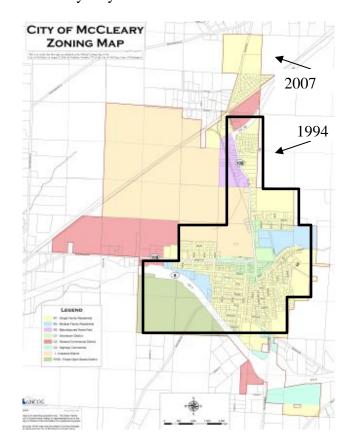


Figure 2. Comparison of McCleary City Boundaries.

Hydrogeologic Conditions

The Wildcat Creek aguifer system sits within a valley composed of a sequence of recent alluvial and glacial sediments overlying bedrock to depths of approximately 100 feet. The boundaries of the aguifer were more or less defined by the bedrock topography (Hart Crowser, 1994). The aquifer system is composed of two groundwater systems: a shallow unconfined glacial aquifer and a deeper partially-confined glacial aquifer system. The deeper aquifer is a "leaky confined aquifer", meaning that it has an overlying layer that is partially confining and allows some water to drain from or into the lower aquifer (Hart Crowser, 1994).

Although the relationship and interaction between the two aquifers throughout the valley is not clearly defined, local experts believe that in the area surrounding the McCleary public water supply wells, groundwater within the deeper aquifer is confined and is under pressure with an upward hydraulic gradient (Cappellini, 2007). There is also some indication that the public supply wells may be partially screened in both the upper and lower aguifers. This is important to note, since the shallow unconfined aguifer is highly susceptible to contamination.

Page 3

Safe Yield

The concept of safe yield is used to determine how much water can be safely withdrawn from an aquifer. Theoretically, one can withdraw the same amount of water that is recharged. Practically, rarely can this occur without significant impacts. In the case of an unconfined, shallow aquifer groundwater withdrawals result in lowering the water table to a new equilibrium point, resulting in reduced flows to wetlands and streams with corresponding ecological impacts.

In the case of a confined aquifer (such as the one that the McCleary wells withdraw from), withdrawals will change the hydraulic gradient (or pressure difference) between the overlying aquifer and the confined unit. If sufficient withdrawals occur the hydraulic gradient (and flow direction) can be reversed. We recommend that the safe yield of the lower semi-confined aquifer that the McCleary wells draw from be established in this manner, so as to prevent the downward flow of groundwater from the upper aquifer that is more vulnerable to contamination.

Recharge Areas

The primary recharge area to the City of McCleary public drinking water wells was delineated by Hart Crowser, Inc. in 1994, based on the aquifer boundary, the direction of groundwater flow, and the Wildcat Creek watershed area. This is where infiltration of precipitation to the aquifer that is pumped by the McCleary well most likely occurs (Hart Crowser, 1994). However, the aquifer is also likely to receive runoff and recharge from the upstream portions of the watershed area of the Wildcat Creek drainage. Using USGS topographic maps, Horsley Witten Group, Inc. (HW) delineated this upper watershed area as a "buffer zone".

Mason County

Well 82

Thurston County

Grays Harber
County

Watershed

County Boundary

5,000

Figure 3. Source Water Protection Areas

Legend

McCleary Public Well #2 and #3

Watershed (Buffer Zone) to Recharge Area

Recharge Area to Wells

Aquifer Boundary

Horsley Witten Group

Source Water Resource

Protection Areas

McCleary, WA

Figure 3

This upper watershed is characterized by fractured basalt. During our field trip in October 2007 we visited two quarries that exhibited groundwater seeps from the fractures indicating that significant groundwater recharge exists in this area and that it can be transported to the deeper aquifer via the fractures.



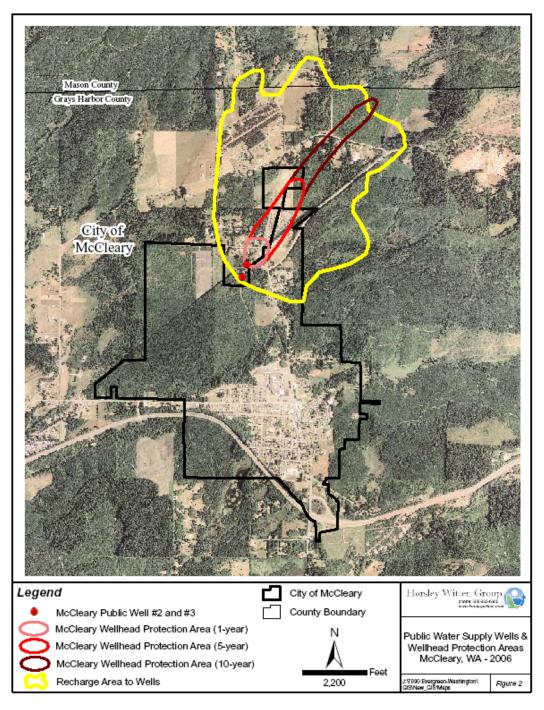
Basalt quarries in the upper watershed showing fractures



Groundwater seeps from fractures in basalt bedrock in upper watershed.

McCleary Wellhead Protection Areas (WPAs) were also delineated by Hart Crowser in 1994 (Figure 4). "Zone 1" is the one year horizontal time of travel boundary for groundwater, and is managed to protect the drinking water supply from viral, microbial and direct chemical contaminants. "Zone 2" is the five year time of travel boundary and should be managed to control potential chemical contaminants. "Zone 3" is the ten year time of travel boundary.

Figure 4. Public Water Supply Wellhead Protection Areas



2.0 WATER QUANTITY AND QUALITY

Hydrologic Budget

A hydrologic budget was calculated to analyze water inputs to and withdrawals from the confined aquifer. The following components were analyzed in the hydrologic budget:

- Natural recharge from precipitation;
- Wastewater discharges from septic systems;
- Stormwater runoff from impervious surfaces;
- Private well withdrawals; and
- Public well withdrawals.

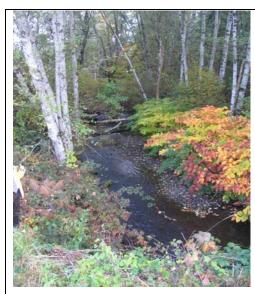
However, because of the confining nature of the aquifer, the final hydrologic budget focused on the effects of natural recharge and public well withdrawals.

Natural Recharge

The study area receives approximately 59 inches/year of precipitation (Hart Crowser). Accounting for losses to evaporation and transpiration (evapotranspiration) and some surface runoff, Hart Crowser estimated a recharge rate to groundwater of 24 inches/year. This recharge rate was applied to the total pervious area within the aquifer and primary recharge area. Based upon our field observations at several excavation pits that showed fractured basalt, the recharge rate was also applied to the upper watershed (buffer) zone.

A portion of this recharge makes its way to the lower confined aquifer. It is very difficult to accurately determine how much of this occurs without extensive hydrogeologic field studies. For the purposes of this assessment we assumed that 10% of the surficial recharge enters the lower confined aquifer and 90% flows laterally through the upper aquifer.

This is generally supported by stream flow measurements that were made during our field trip on October 30, 2007 that demonstrated gaining stream conditions (meaning that a significant amount of the groundwater in the upper unconfined aquifer is flowing laterally and discharging into the stream). Specifically, measurements were made at two locations approximately one mile apart: 1) at the Elma Hicklin road crossing and 2) at a new bridge constructed by Larry Birindelli on his property. The measured flow at these two locations was 0.24 cubic feet per second (cfs) and 1.4 cfs respectively. While these are likely to be low flows representative of the dry season, they equate to 57 and 331 million gallons/year.





Measuring stream flow at the Elma Hicklin Road Crossing

Wastewater Discharges

On-site septic system discharge volumes were calculated for all residential, commercial, industrial, and other land uses based on Grays Harbor County GIS parcel data, and wastewater flows specified in On-site Sewage Systems Chapter 246-272A WAC and Onsite Wastewater Treatment Systems Manual, USEPA, EPA-625/R-00/008, February 2002. GIS parcel data were used to determine land use coverage within the primary recharge area. The residential wastewater flows were then applied to the residential areas using wastewater flow estimates defined in WAC Chapter 246-272A-0230 (2)(d)(i). The US Census 2000 average household size within Grays Harbor County (2.48) was used in the calculation. WAC Chapter 246-272A-0230 (2)(d)(ii) requires that all facility design flows other than residential be calculated according to the "On-site Wastewater Treatment Systems Manual," USEPA, EPA-625/R-00/008, February 2002. EPA's manual sets standards for most of the design flows for facilities other than residential uses, based on number of employees. In order to derive number of employees from land use acreage, conversion factors relating employee to square footage of land use area that were calculated in a local study conducted by the University of Washington were used (UW, 1998). Public wastewater discharge volumes were not calculated, since there are no permitted sewage treatment plant groundwater discharges within the Wildcat Creek aquifer.

Stormwater Runoff

Precipitation that falls on impervious surfaces moves as surface runoff into open ditches along the sides of streets. Based upon observed high-permeability soils at the surface and observations by local residents that the majority of stormwater infiltrates within the basins during most storm events, we assumed that stormwater runoff that is collected in these ditches is recharged to the shallow groundwater system. Based upon an average annual rainfall of 59 inches per year, an assumption that approximately 10% of the

rainfall is lost to evaporation, and an assumed 50% recharge rate (with the remainder being evapotranspired within the vegetated drainage ditches), the net recharge rate was calculated to be 26.5 inches/year.

Public and Private Well Withdrawals

Private well data was obtained from the State of Washington's Department of Ecology's online well database. Since well locations are provided in township/range/section format, it was difficult in some areas to determine which wells were within the aquifer boundary as mapped by Hart-Crowser. It is believed that these wells draw from the upper unconfined aquifer and therefore do not directly affect the hydrologic budget for the confined aquifer. The total number of private wells within the aquifer was estimated based on the percentage of each township/range/section that fell within the aquifer or recharge area. An average household water use of 257 gpd for winter use and 600 gpd in summer is reported and the US Census 2000 Grays Harbor County average household size (2.48). Since public wells are included in this database, the total number of public wells within the primary recharge area was subtracted from the estimated number of wells in the database. The quantity of public wells and withdrawal volume capacity for each public well within the primary recharge area were determined using WA State Department of Health public well data.

Results of Water Budget Analysis

The results of the water budget assessment are presented in Table 1. This represents inputs to and withdrawals from the lower confined aquifer. As can be seen from the budget, the City of McCleary wells are withdrawing an average of 105 million gallons/year from the confined aquifer. This is approximately 14% of the estimated 773 million gallons/year that is estimated to recharge this aquifer. This does not mean that there is a surplus of water that can be withdrawn. The maximum withdrawal rate should be established through a safe yield analysis that incorporates vertical hydraulic gradient considerations (See report section, "Safe Yield").

Table 1 Hydrologic Budget for Lower Confined Aquifer

Tuote T Try Grotogie Buag	sie i Trydrologie Budget for Lower Commed righter			
	Area	Recharge	Flow (Q)	
	(acres)	(inches/year)	(M gallons/year)	
Recharge				
Primary Recharge Area	819	2.4	54	
Buffer Zone (Secondary Recharge Area)*	11,000	2.4	719	
Total	11,819		773	
Withdrawals				
Total withdrawal volume from public wells			105	
Total			105	

^{*}The buffer zone is defined by the Washington Wellhead Protection Program as an area up-gradient from Zone 3, potentially extending to include the entire zone of contribution. The buffer zone may also identify additional non-contiguous critical aquifer recharge areas (as defined under Section 36.70A.170 of the Growth Management Act) requiring protection from contamination.

Nitrogen Loading Analysis

Nitrate-nitrogen is a primary drinking water criterion with a maximum contaminant level of 10 mg/liter. It is considered a public health hazard causing methemoglobinemia (blue baby syndrome) in infants and is considered a precursor to carcinogenic compounds such as nitrosamines. Nitrates are also an indicator of other contaminants including agricultural chemicals, pharmaceuticals and pathogens such as E. Coli bacteria, viruses and other microorganisms.

A nitrogen loading analysis was conducted for the upper unconfined aquifer to determine the total annual nitrogen load (in pounds) to the recharge area from existing land uses within the area. The expected nitrogen concentration in groundwater was then calculated based on the total recharge to the recharge area. First, a land use survey was conducted to determine land use areas within the recharge area. Then, nitrogen loading rates specified for the different land uses were applied to the respective areas.

The 819-acre recharge area is composed of land within both the City of McCleary, and Grays Harbor County. In addition, a small portion of the upper recharge area lies within the adjacent Mason County. Land uses within the recharge area are dominated by residential and forested areas (indicated as "Resource Production & Extraction"; Figure 5). There are also a limited number of manufacturing, governmental uses, and other uses, including churches within the recharge area. County of Grays Harbor zoning within the recharge area includes "General Development," "Residential", "Agricultural", and a small portion of the "Industrial" zone (Figure 6). City of McCleary zoning includes mostly "Residential" and some "Commercial".



Grays Harbor County within the Primary Recharge Area

There are a significant number of livestock (horses, cattle and elk) in the primary recharge are. A site inventory concluded a total of 9 cows, 11 horses, and 25 elk within the primary recharge area at the time of the study.

Results of Nitrogen Loading Analysis

The Nitrogen Loading analysis results are shown in Table 2.

Table 2. Nitrogen Loading Results

Table 2. Thirogen Loading Results	1
NITROGEN LOADING: EXISTING CONDITIONS	Acres
Total Area	819
Nitrogen Inputs	Lbs/yr.
Residential septic systems (129)	1,600
Commercial septic systems	180
Livestock (47)	2,450
Stormwater	1,029
Lawn fertilizers	2,016
TOTAL LOADING	7,275
Estimated nitrate-nitrogen concentration (mg/liter)	

NITROGEN LOADING: BUILDOUT CONDITIONS	Acres
Total Area	
Nitrogen Inputs	Lbs/yr.
Residential septic systems (514)	6,374
Commercial septic systems	161
Livestock (47)	2,450
Stormwater	2,145
Lawn fertilizers	6,818
TOTAL LOADING	17,947
Estimated nitrate-nitrogen concentration (mg/liter)	3.7

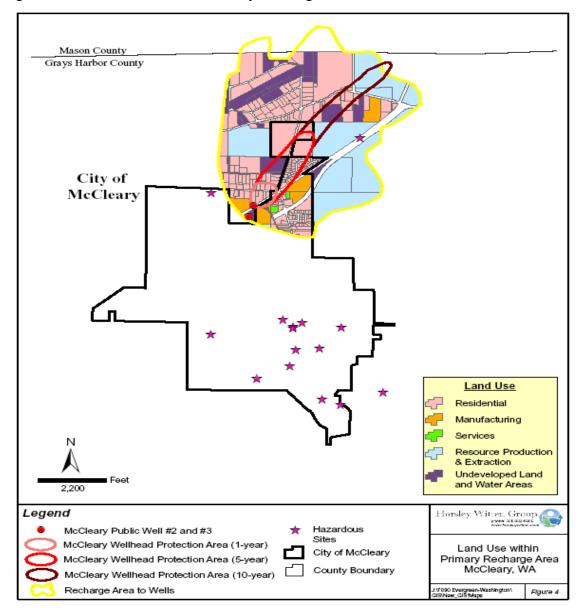


Figure 5. Land Uses within the Primary Recharge Area

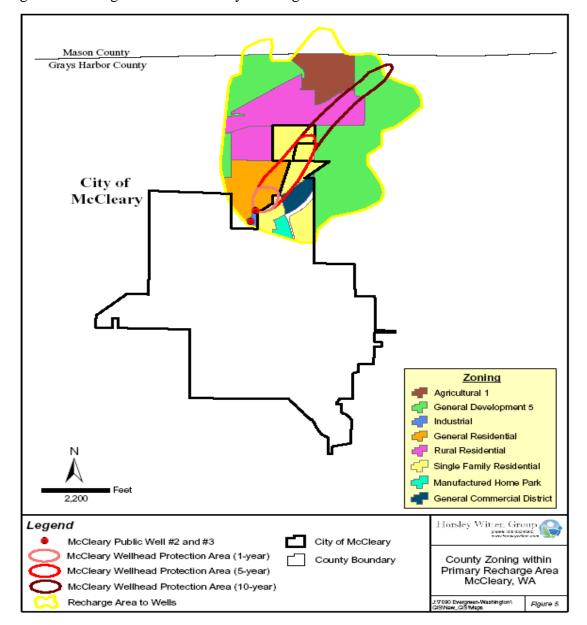


Figure 6. Zoning within the Primary Recharge Area

Discussion

The results of the hydrologic budget analysis indicate that approximately 14% of the water that is recharged into the lower confined aquifer is being extracted via the public supply wells. While this seems like a relatively small percentage, future increases in the withdrawal rate are likely to change the equilibrium balance between the upper and lower aquifers, possibly causing a reversal of vertical hydraulic gradient. Currently, it is presumed that the lower aquifer is under higher pressure than the overlying surficial aquifer resulting in an upward flow. Increased withdrawals will reduce and possibly reverse this pressure gradient, potentially resulting in a downward gradient with water (and pollutants) from the upper aquifer flowing downward into the confined aquifer.

Baseline, natural concentrations of nitrate-nitrogen in groundwater are less than 0.1 mg/L. Based upon the predicted high existing nitrogen loading to the upper aquifer (1.6 mg/liter) and the low measured baseline concentrations in the public supply wells (0.2 mg/liter), it appears that the confining layer is providing a significant level of protection to the lower aquifer.

Future growth in the primary recharge area will threaten water quality if it is not guided. The buildout analysis suggests that zoning in the County lands within the recharge area will allow another 385 homes on septic systems to be built. Along with these homes will come additional nitrogen loading that could raise nitrogen concentrations to 3.7 mg/liter. Although this concentration is below the drinking water standard, it should be recognized that nitrate-nitrogen is an indicator of other potential contaminants such as agricultural chemicals (applied at residential rates), pharmaceuticals and pathogens such as E. Coli bacteria, viruses and other microorganisms. Increases in nitrogen loading should be minimized. Some viruses remain viable in groundwater for time periods of up to two years. Pharmaceuticals can remain in the groundwater for longer periods of time.

3.0 WELLHEAD PROTECTION AREA MANAGEMENT STRATEGIES AND IMPLEMENTATION

Approach and Strategy

The issues regarding the City of McCleary's public water supply include both concerns of water quantity (safe yield) and water quality. At the source of both of these concerns is increased development which conventionally necessitates larger withdrawal volumes and emits more pollution. Therefore, carefully planning development that provides low impacts to the public water supply wells, as well as decreasing development pressure altogether within the recharge areas, is integral to the protection of the water supply wells. These goals can still be achieved while increasing growth, vitality, and economic development within the City of McCleary through the use of smart growth techniques.

Smart growth is a principle of land development that emphasizes mixed land uses; increases the availability of a range of housing types in neighborhoods; takes advantage of compact design; fosters distinctive and attractive communities; preserves open space, farmland, natural beauty and critical environmental areas; strengthens existing communities; provides a variety of transportation choices; makes development decisions predictable, fair and cost effective; and, encourages community and stakeholder collaboration in development decisions. It also reduces water demands, provides enhanced treatment of stormwater pollutants and encourages re-use of wastewater and stormwater.

Protecting the rural character of the community is especially significant in the State of Washington. In fact, the purpose of the State of Washington Growth Management Act (GMA) is to "recognize the importance of rural lands and rural character to Washington's economy, its people, and its environment, while respecting regional differences. Rural lands and rural-based economies enhance the economic desirability of the state, help to

preserve traditional economic activities, and contribute to the state's overall quality of life."

HW recommends two strategies to better assess existing conditions: water level monitoring and water quality testing. A public education program is also recommended. Two regulatory/smart growth techniques that would be particularly useful to the City of McCleary to maintain growth while providing protection of the public water supply wells include Transfer of Development Rights (TDR) and Low Impact Development (LID).

1. Water Level Monitoring

HW recommends that the City develop a water level monitoring protocol to further clarify the vertical hydraulic gradient between the upper and lower (confined) aquifer units. This is best established with the installation of three multi-level well clusters (each with a shallow well in the upper aquifer and a deeper well in the deeper confined aquifer). The well clusters should be installed at distances of approximately 20 feet, 100 feet and 400 feet from the pumping wells along a transect.

Water levels should be measured in each of the six wells using a continuous-recording pressure transducer (approximate cost is \$600/transducer). This data should be plotted and analyzed in relation to pumping records at the two pumping wells.

Changes in the hydraulic gradient between the shallow and confined aquifers can then be assessed under a range of pumping conditions. These data can then be used to refine a safe yield estimate, defined as that quantity of water that can be safely withdrawn from the lower aquifer without reversal of the hydraulic gradient and subsequent water quality threats from contaminated water in the shallow aquifer.

2. Water Quality Testing (Private Wells)

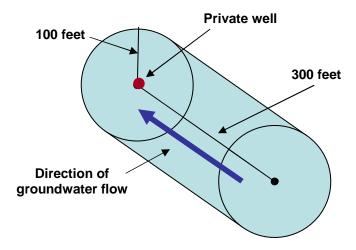
To confirm the nitrogen loading results HW recommends that private wells located up-gradient of the public supply wells that draw from the upper (unconfined) aquifer be tested for nitrate-nitrogen. Approximately 30 wells should be sampled and tested. The locations should be plotted. Only wells that have drilling logs that suggest they are shallow and screened in the unconfined aquifer (less than 30 feet) should be selected.

3. Private Well Protection

Much of Grays Harbor County will continue to rely upon private domestic wells as their source of drinking water. The majority of the wells are shallow and draw from the unconfined aquifer. This aquifer is vulnerable to pollution from nearby land uses including septic systems, fertilizers, and livestock. To provide safe drinking water, the County could consider developing private well protection zones and locating significant pollution sources such as septic systems and livestock away from wells.

Private well protection zones can include a fixed radius (such as 100 feet) and an extended area up-gradient to take into account groundwater flow direction. As an example, the Town of Nantucket, Massachusetts has adopted a local health regulation that prohibits septic systems within a 100-foot radius and a 300-foot up-gradient area based upon potential virus transport distance.

Figure 7. Example Private Well Protection Area



4. Public Education

A critical part of any drinking water protection program is public education. Homeowners and business operators must be aware of the sensitivity of the groundwater system and the potential impacts that their individual activities may have. Homeowner practices such as lawn fertilization, application of pesticides, pet and livestock waste management and failing on-site systems all can have direct water quality impacts. Cumulatively, these impacts can add up and may cause significant degradation to the community drinking water supply.

The State of Washington has been a national leader in the development of public education campaigns directed at environmental protection. Posters, newspaper advertisements, training workshops and cable television are all effective means to get the message out.

5. Transfer of Development Rights

Transfer of Development Rights (TDR) is a regulatory strategy that harnesses private market forces to accomplish two smart growth objectives. First, open space is permanently protected for water supply, agricultural, habitat, recreational, or other purposes via the transfer of some or all of the development that would otherwise have occurred in these sensitive places to more suitable locations. Second, other locations, such as city and town centers or vacant and underutilized properties, become more vibrant and successful as the development potential from the protected resource areas

is transferred to them. In essence, development rights are "transferred" from one district (the "sending district") to another (the "receiving district"). Communities using TDR are generally shifting development densities within the community to achieve both open space and economic goals without changing their overall development potential. Implementing a TDR program would provide protection of McCleary's public water supply and would also benefit the city by refocusing development attention and growth to the city. Prior to implementing a TDR program, however, the community should attain the following characteristics:

- Clearly Identified Resource Areas for Protection. The foundation of any TDR program is a resource area that requires protection. Sending area communities should clearly identify the resources they would like to protect as these choices will shape many of the TDR program elements such as the method of calculating development rights, the types of incentives that will be offered to developers, and the type of restriction recorded. In this case we are recommending the primary recharge area identified in the Hart Crowser study.
- Consensus Regarding the Location and Extent of Receiving Areas. Communities must develop consensus regarding which areas will receive higher densities than what is allowed under existing zoning. Higher density development is a politically charged topic in communities and often requires a significant outreach effort to gain acceptance. Detailed discussion regarding the intensity and types of use should be a part of the TDR planning process. The City of McCleary downtown area appears to be appropriate for redevelopment within the existing City urban growth boundaries. During our site visit on October 31, 2007 we toured the downtown area and spoke to City officials. There are many properties and sections of town that could be redeveloped at greater densities than currently exist in a sustainable manner. This would provide economic incentive, would limit the urban sprawl into the wellhead protection areas and could serve to conserve water demands.
- Infrastructure that can Support Increases in Density. Another critical element to TDR program is the district(s) to which increased growth will be directed. Communities should be able to identify areas where existing infrastructure can accommodate higher densities. Infrastructure concerns include wastewater, water supply, traffic, and other utilities. Market considerations should also be evaluated when residential and/or commercial development rights may be transferred as the market in receiving areas must be able to support increased densities. McCleary has an existing sewer system. We have not evaluated the capacity or expansion issues associated with this facility.
- A Clearly Written Ordinance. TDR legislation can become very complex as municipalities attempt to create guidelines for market transactions with various incentives to the development community. The goal of a community should be to develop a concise permitting process that does not add unnecessary layers of review for the development community. Ordinances

- should include an attractive incentive for TDR transactions in the form of density above that otherwise possible in the receiving zone.
- Strong Market Conditions. The goal of increased density in receiving areas
 must be supported by a strong market demand for either residential or
 commercial development. Communities should consider enlisting the help of
 a qualified real estate or economic development professional to assess whether
 the market in receiving areas is strong enough to support increases in growth.
- TDR Credit Bank. Due to the complexity of TDR transactions, the timing involved with buying, selling, and developing properties may not always be seamless. In the event that specific elements of a transaction are delayed, it may be beneficial for a community to establish a TDR Credit Bank where development rights can be temporarily stored before being purchased by a developer. Communities can also use these banks to store credits that are purchased by the Town for parcels of high conservation priority.
- A Sophisticated Reviewing/Permitting Authority. The permitting authority
 for a TDR transaction should have a clear understanding of the program
 guidelines to ensure that development rights and density increases are
 correctly calculated in permit applications. Reviewing agencies should also
 be able to prioritize those design elements that are most important to the final
 project and identify alternative approaches that may simplify the application
 process.
- Open Communication between Local Agencies. The permitting authority for TDR transactions should have access to other agencies that may help to clarify opportunities or constraints associated with either the sending or receiving districts. Inter-agency cooperation can be formally integrated into the review process using the provisions of the TDR ordinance where commentary may be required from other agencies such as the Board of Health or the City Engineer. Other agencies or groups that could be involved in the review process, formally or informally, include local watershed groups, the local Open Space Committee, or the Agricultural Commission.

Local Model

An example community in the area that has implemented a TDR program is Thurston County, WA, which created a TDR ordinance in 1995 for the purpose of protecting agricultural lands (Chapter 20.62 Transfer of Development Rights). The sending area for the TDR program consists of any land zoned as "long-term agricultural," a zoning classification required by the state's Growth Management Act. All of this land is within the unincorporated area of the county and is zoned for one dwelling unit per 20 acres. Landowners in the sending area are entitled to one development right for every five acres of land they own, regardless of whether the land is suitable for development. They are required to reserve one development right for each unit they

want to build. The county maintains a list of interested sellers, and development rights are traded on the open market. The receiving areas are located throughout the unincorporated area of the county and within each of the three largest cities. Four ordinances, one for the county and one for each of the three largest cities (Lacey, Tumwater and Olympia), were adopted in 1995 (AFT, 2001).

5. <u>Low-Impact Development</u>

Decreasing water consumption rates within the city, whether through regulations or incentive programs, is an important consideration to protect the water supply. Not only is water quantity threatened by increased withdrawal and consumption, but in the case of the Wildcat Creek aquifer, water quality is also at risk. It is believed that groundwater within the deeper aquifer is under pressure and currently has an upward flow potential. However, the upward flow potential is dependent upon maintaining an upward gradient and increasing withdrawals may cause the water to flow downward, threatening the drinking water supply with contaminated groundwater from the overlying shallow unconfined aquifer.

One strategy that could successfully reduce water demand on public drinking water supply wells would be to implement a Low Impact Development (LID) ordinance. The ordinance may require changes to both the City of McCleary's and Grays Harbor County's Comprehensive Plans, zoning codes, design standards, and other applicable regulations. Some of the Comprehensive Plan's primary planning goals include:

- Urban growth;
- Reduction of sprawl;
- Efficient multi-modal transportation;
- Diverse and equitable housing:
- Economic development;
- Encouragement of natural resource industries;
- Open space and recreation; and
- Environmental protection.

LID is a more sustainable land development pattern that results from a site planning process that first identifies critical natural resources, and then determines appropriate building envelopes. LID also incorporates a range of best management practices (BMPs) that preserve the natural hydrology of the land. Best management practices can include bioretention systems, infiltration systems, green roofs and cisterns to treat, store and re-use stormwater runoff as an irrigation source. The principles of LID are also in direct alignment with the Comprehensive Plan goals.







Examples of Rain Gardens and Bioretention Areas

The LID ordinance could require water conservation devices for public buildings and provide incentives for their implementation in private business and residences. The ordinance should also include design criteria that require the collection and re-use of stormwater as an irrigation source (using rain barrels, cisterns or recharge to the local groundwater system). This would significantly reduce water demands on the public drinking water system during the growing season and provide water allocation to future growth within the city limits. According to local sources, the winter water demand averages 257 gallons/day per residence. This demand increases to 600 gallons/day per residence during the summer growing season. A significant portion of this increase is believed to be irrigation.



Infiltration and recharge of roof runoff into stone infiltration chambers via "rain chains"

In addition to reducing non-point source pollution to drinking water supplies and surface waters, LID provides other important benefits to the municipality, the developer, and the general public. More concentrated (cluster) design, with less impervious area and smaller infrastructure (stormwater drainage and other utilities), means significant cost savings to developers. Less impervious surface creates less surface runoff, which will decrease the burden to municipal drainage infrastructure.

Local Model

Thurston County and the City of Olympia have adopted LID principles into their Comprehensive Plans, zoning and tree protection ordinances; street, sidewalk, and parking standards; and drainage design and erosion control standards. The Comprehensive Plan amendment process began earlier and took a year, from September 2000 to September 2001. The Olympia Planning Commission reviewed the entire package – the first time it had considered anything other than Comprehensive Plan revisions. During review of the Comprehensive Plan amendments, the chart comparing impacts with conventional and low-impact design helped convince both City and County Planning Commissions that the approach was viable (Olympia, 2002).

By adoption of Ordinance 6140 (Olympia's LID ordinance), the City supplemented the Comprehensive Plan's Chapter 1 (Land Use and Urban Design), Chapter 2 (Environment), Chapter 5 (Utilities and Public Facilities), and Chapter 6 (Transportation) with goals and policies that establish Green Cove basin as a unique

area, subject to enhanced environmental regulations. Primary goals and policy changes for Green Cove basin included the following (Olympia, 2002):

- Designate Green Cove Creek as a sensitive drainage basin.
- Avoid high-density development where new development would have a significant adverse impact upon the habitat within designated sensitive drainage basins.
- Administer development regulations that protect critical areas and designated sensitive drainage basins.
- Adopt low-impact development regulations within designated sensitive drainage basins that may include stormwater standards, critical area regulations, zoning designations, and other development standards.
- Establish street designs that minimize impacts to the natural environment especially within a designated sensitive drainage basin.

The City of Olympia also used Ordinance 6140 to amend the municipal code with requirements for designated sensitive drainage basins, Green Cove basin in particular. The ordinance created a new zoning district and increased tree protection and replacement requirements. The new zoning district, Residential Low Impact (RLI), applied to Green Cove basin within Olympia's city limits. Parcels along the basin boundary that have at least 50% of their surface area within the basin were included in the district. Traits of the district included:

- Residential densities of two to four units per acre. Duplex, townhouse, and multifamily uses are allowed.
- Lot widths and rear setbacks are reduced and maximum building heights are increased, compared to the other residential districts.
- Maximum impervious surface coverage per lot is limited to 2,500 square feet.
- Several land uses, including duplexes and parking lots, not typically permitted in single-family residential developments, are allowed in the Green Cove basin.

Olympia also enacted a new Chapter 16.54 Tree Protection and Replacement for Green Cove Basin, which requires a minimum tree density of 220 tree units per acre. The requirement will result in approximately 55% tree cover in any given development.

Thurston County amended their Olympia Urban Growth Area Zoning Code (TCC 20.23), to be generally consistent with City of Olympia zoning. The urban growth area within Green Cove Creek Drainage Basin was rezoned from predominately 4-8 units per acre to 2-4 units per acre. The exception was a forested area along the creek where density was limited to one unit per five acres, to reduce the overall impervious surface in the basin to levels likely to enable preservation of anadromous fish and to buffer the creek from the impacts of urban density development up slope. The zoning amendments also required that, within the urban growth area, 60% of each site be retained in open space and that existing vegetation in these areas be preserved.

6. New Well Construction

A recent communication from City of McCleary officials suggests that the public supply well may actually be screened partially in the upper aquifer. In the event that the water quality testing confirms the nitrogen loading estimates, HW recommends that the City includes the possibility of eliminating the shallow screens using "packers" that cold seal off these intake areas and limit the wells intakes to the lower confined aquifer. If this is not feasible another option would be to drill a new well in the confined aquifer.

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January 15, 2003

Mr. Brian Shay, City Administrator City of McCleary 100 South 3rd Street McCleary, WA 98557

Re: Clarification of Recommendations Regarding Wellhead Protection 3500-01

Dear Mr. Shay:

I have reviewed your letter of January 10, 2003, seeking clarification regarding Hart Crowser, Inc.'s April 1994 report: Hydrogeologic Characterization for Protection of the Wildcat Creek April 1994 Report: Washington, The Wildcat April 1994 and 1995 Report 1995 Report

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City of McCleary January 15, 2003 3500-01

Page 2

secondary containment should be employed for any significant potential contaminant sources; and

 Emergency response plans should be in place to address existing and future hazards within the WHPA.

Also, if significant areas of the aquifer are to be paved as part of future development (including areas outside the WHPA), water quantity may be adversely affected. Future development should be encouraged to infiltrate stormwater back into the subsurface following appropriate treatment.

I would be pleased to provide you with a proposal to address these issues in more detail. Please let me know if you need additional assistance or have other questions.

Sincerely,



Earth and Environmental Technologies

Hydrogeologic Characterization for Protection of the Wildcat Creek Aquifer Grays Harbor County, Washington Centennial Clean Water Fund Grant G93

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1 Project Location Map

McCleary Study Area Map Showing Surficial Geology
 Groundwater Elevation Contour and Aquifer Boundary Map

Land Use Map and Time-Related Capture Zones

Geologic Cross Sections A-A' and B-B'
 Generalized Wellfield Recharge Area Map

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HYDROGEOLOGIC CHARACTERIZATION FOR PROTECTION OF THE WILDCAT CREEK AQUIFER GRAYS HARBOR COUNTY, WASHINGTON

INTRODUCTION

This report presents the results of hydrogeologic characterization activities conducted to provide a basis for protecting the Wildcat Creek Aquifer in Grays Harbor County, Washington. This aquifer serves as the only water supply source for the City of McCleary. Our work focused on evaluating the hydrogeology and determining where land use activities may directly impact groundwater used by the City. As a result of this work we provide several recommendations for protecting the water supply.

This project provides information to be included in a Wellhead Protection Program for the City of McCleary. WAC 246-290-100 requires all public water systems to prepare a Water System Plan, which after modification in early 1994, will require explicit wellhead protection components

The aquifer is named for the creek that drains the sand and gravel-filled valley from which the City of McCleary obtains its water supply. The sand and gravel fills a northeast-southwest trending valley between hills and upland areas composed of basalt. The aquifer material includes rocks from the southeastern Olympic mountains as well as granitic pebbles and rocks derived from the northern Cascades that were deposited from glacial meltwater (Eddy, 1966). The floor of the valley has very little relief and slopes gently to the southwest.

The City operates a wellfield located approximately 3/4 of a mile north of the city center as shown on Figure 2. The wellfield consists of a primary pumping well (MC-2) and back-up well (MC-3). A third well (MC-1) is located in the wellfield, but is not connected to the City's distribution system. A fourth well (MC-2A) is located approximately 7 feet from well MC-2. According to employees of the City of McCleary, this well was drilled crooked and is therefore unsuitable for use as a pumping well. The construction details (e.g., presence and location of screen) of this well are unknown.

Each of the wells in the wellfield are at an elevation of approximately 290

- ► Conducting field work, including aquifer hydraulic testing, measuring groundwater elevations, and identifying current land use issues;
- ▶ Analyzing the information gathered during the data review and field work to determine aquifer properties and estimate 1-, 5-, and 10-year capture zones for the wellfield; and
- ➤ Developing recommendations for wellhead protection and preparing this report.

EXISTING DATA REVIEW

We reviewed existing data to develop a conceptual picture of the aquifer and identify areas of interest requiring additional study. The data we reviewed included the following:

➤ Surficial Soil Survey. The soil survey for the area (Pringle, 1986) provides maps of surficial soil types and descriptions of soil

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- ► Aerial Photograph. A 1:12,000 scale orthophoto map of the N.E. 1/4 of T 18N, R 5 W from the Washington State Department of Natural Resources helped identify existing land uses.
- ► Zoning Map. The Grays Harbor Regional Planning Commission produced a land use plan for the McCleary Planning Area in 1978. We reviewed a map showing the existing zoning classifications to identify areas where planned land use may impact water quality.
- ▶ City Wellfield Operations Records. We evaluated monthly total pumping data supplied by the City to determine a steady state pumping rate used for capture zone estimation.

FIELD DATA COLLECTION

We conducted general reconnaissance and field testing during the week of July 26 to 30, 1993. During this week we gathered data on groundwater elevations to evaluate groundwater flow conditions, and conducted an aquifer pumping test to estimate permeability, which is necessary to

altimeter which was calibrated to a known elevation point every two hours during the survey to account for barometric pressure effects. Groundwater elevations for each measuring point were determined by subtracting the measured depth to water from the wellhead elevation.

We conducted a precise vertical elevation survey of wells MC-2 and MC-3 using a benchmark located on Summit Road. We determined the monitoring point elevations for MC-2 and MC-3 to be 295.33 and 291.67 feet above mean sea level, respectively. We used these data to verify that the surveying altimeter was functioning properly. This information will be useful for any future groundwater investigations.

Aquifer Testing

Because the groundwater flowrate, in response to a given hydraulic gradient, is dependent on the permeability of the aquifer, a quantitative estimate of this parameter is required for the determination of time-related capture zones. We conducted an aquifer pumping test to collect data necessary to estimate the permeability of the aquifer. During the aquifer pumping test, we measured the effect of pumping well MC-2 on the water

Land Use Survey

We conducted a preliminary land use survey in the McCleary area to identify potential sources of groundwater contamination. This survey was conducted to get a general idea of the land uses and the type of sources to be expected, and to identify anything that could be an immediate threat to the wellfield. A more detailed survey will likely be required to comply with the state Wellhead Protection Program (Washington State Department of Health, 1993).

Due to the reasonably undeveloped nature and manageable size of the Wildcat Creek Valley, we elected to conduct a "windshield survey" of the entire valley to identify potential land use concerns. That is, we drove through the area guided by the telephone directory yellow pages (PTI Communications, 1993) and identified land uses and facilities that could be associated with potential groundwater contamination.

There were two types of potential sources identified in our survey: point sources associated with specific activities at specific places; and non-point

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contained in Logan (1987) and Carson (1970), and soil studies (Pringle, 1986).

The general surficial geology of the area is depicted on Figure 2 and by the geologic cross sections shown on Figure 4. Figure 3 shows the locations of the cross sections. The geology consists of a sequence of recent alluvial and glacial sediments overlying bedrock to depths of up to approximately 100 feet. The boundaries of the aquifer, shown on Figure 3, generally follow the bedrock topography. Uncertainty in the location of the boundary, indicated by dots on Figure 3, exist in some areas because of a lack of well log information. Although it is likely that recharge to the aquifer occurs from areas beyond this boundary, shallow outcrops of bedrock in a close vicinity to these areas suggest that the area outlined on Figure 3 represents the principal area of the aquifer.

Within the valley, the deposits in the first 10 to 20 feet tend to be composed of silt, sand, clay, and peat, and are likely to be of recent alluvial origin. These deposits are underlain by glacial outwash materials,

which form the aquifer. The outwash consists of reasonably permeable

McCleary wells is a "leaky confined aquifer" with a transmissivity of 25,000 to 30,000 gpd/ft, and a storage coefficient of 0.001. A leaky confined aquifer has an overlying layer that is partially confining and allows water to drain from or through it as the aquifer is drawn down. This is consistent with our geologic interpretation which shows fine-grained strata above the principal aquifer material. It is also possible that effects of recharge from Wildcat Creek through the alluvial layer explain, in part, the recharge effect seen in the later time data.

Well field Recharge Area

A generalized concept of the recharge area for a wellfield may be developed by considering aquifer boundaries, the direction of regional groundwater flow, and the Wildcat Creek watershed area. The primary area for recharge (infiltration of precipitation to the aquifer) likely occurs within the boundary of the aquifer as shown on Figure 3. However, additional recharge is likely received from runoff in the surrounding watershed area of the Wildcat Creek drainage. In fact groundwater elevations coincident with Wildcat Creek elevation in the 90 and 100 meter contour areas suggest some surface water/groundwater interaction occurs

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groundwater modeling and capture zone calculation procedures, as well as discussions of input parameters and assumptions.

Groundwater Flow Modeling

Groundwater flow modeling is used to simulate groundwater elevations across an aquifer that are consistent with hydraulic parameters estimated from the aquifer test analysis and actual field measurements of groundwater elevations. The model predicts groundwater elevations in greater detail than can be practically measured in the field.

We implemented our numerical approach for solving the groundwater flow equation with the computer code PLASM (Prickett and Lonquist, 1971). This approach allows the simulation of two-dimensional steady flow of groundwater in heterogeneous aquifers. The model can easily consider spatially varying hydraulic conductivity should more data become available in the future. The model also has sufficient flexibility to allow it to simulate transient groundwater flow, if necessary. Simpler approaches do

not provide this flexibility, and do not consider important aquifer

and located quite close (approximately 400 feet) to MC-2. Therefore, capture zones would be quite similar if MC-3 were to be operated exclusively instead of MC-2.

Results

The 1-, 5-, and 10-year capture zones for the McCleary wellfield are shown on Figure 6. The location of potential contaminant sources and existing land use plans are also shown on this figure. The capture zones, which are approximately 2,000 feet wide, intersect several potential sources of contamination located to the northeast of the wellfield.

It is important to recognize that these modeled capture zones are subject to uncertainty (Varljen and Shafer, 1991). This uncertainty, which could be quantified with a more rigorous study, is inherent to all studies of this nature. The uncertainty is unavoidable because it is not possible to have perfect knowledge of the aquifer and its hydraulic properties. In the recommendations section below we suggest two approaches for addressing this uncertainty when defining the wellhead protection area.

Notification

Inform persons responsible for the identified potential contaminant sources that they are located in a wellhead protection area. Also notify the federal, local, or state agency having jurisdiction over the potential contaminant source.

Education

Initiate a public outreach and educational program concerning the water supply and potential means of contamination. The Washington State Department of Health will likely require such a program and it will be one of the most immediately effective measures for preventing future problems, since most of the recharge areas for the wellfield are located outside the City Limits, and therefore beyond the City's ability to directly control without interagency coordination. These programs are also especially effective for managing household hazardous waste issues.

Labeling

Install wellhead protection area boundary signs for transportation corridors.

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concerning the vulnerability of the aquifer. Concerns over groundwater contamination may be perceived as more "real" with this federal designation.

Establish Reliable Wellhead Protection Area

The definition of the wellhead protection area should consider the hydrogeology, the need for protection, the potential negative impacts on development, and the uncertainties in the hydrogeologic characterization. Due to uncertainty in the capture zones, we caution against simply using the capture zones on Figure 6 to define the wellhead protection area.

To provide more reliable protection that accounts for hydrogeologic uncertainty, we recommend applying management strategies to the entire aquifer recharge area upgradient of the wellfield (as shown on Figure 5). Due to the undeveloped nature, small area, and moderate growth of the area, we feel that this conservative approach will not be unnecessarily costly, and should produce few negative impacts on development.

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If costs associated with applying management strategies to this entire area

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levels of government. Representatives from all affected jurisdictions, regulatory agencies, and other constituents (private sector, citizens groups, and media) should be participants.

Conduct a More Detailed Source Assessment

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Our preliminary assessment identified obvious issues; however, a more detailed assessment should be undertaken and will likely be required by the Department of Health. Also, a detailed management plan cannot be developed until a detailed source inventory is complete. The assessment will need to be expanded to identify specific threats. For example, the detailed assessment should identify specific chemicals, underground storage tanks, etc. that are associated with each land use.

The wellhead protection section of a Water System Plan will have to include documentation of how the detailed inventory was conducted and what follow up work was done to contact both the identified potential contaminant sources as well as the federal, local, or state agency having jurisdiction over the potential contaminant source. In light of our preliminary assessment, we recommend the following for the detailed

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source assessment. Therefore, our goal at this time is to present *possible* source management options, rather than specific courses of action.

When presenting source management options, it is useful to consider the level of protection that should be required in each zone of the wellhead protection area. General guidelines for source management for each capture zone identified in the state Draft Wellhead Protection Program (Department of Health, 1993) include:

1-Year Capture Zone. Within this zone, the water supply should be protected from microbial contamination and direct chemical contamination. To accomplish this, chemicals capable of contaminating groundwater should not be stored or used, or should be used with sufficient precautions to protect the groundwater resource. The 1-year capture zone should be intensely monitored to provide response time.

5-Year Capture Zone. Source management in this zone should be conducted similarly to that in the 1-year capture zone. Within this zone, potential sources should be identified and controlled with an emphasis on

► Groundwater Monitoring. A monitoring well network installed within the wellhead protection area would help in early detection of contaminants and provide a basis for requesting enforcement of water quality standard violations by Ecology.

Prepare a Contingency Plan

We recommend preparing a contingency plan to address emergency replacement of the water supply source if it were to be contaminated. Options for source replacement might include identifying a back-up well, or identifying feasible interties with other water systems. The existing back-up well, MC-3, unfortunately would not be suitable because of its close proximity to MC-2. If MC-2 were to become contaminated, MC-3 would also likely be contaminated. The location of a new back-up well should consider the land uses indicated on Figure 6 and the groundwater flow directions shown on Figure 3. The new well should be located such that potential sources of contamination are not located upgradient from it.

The contingency plan should also include a spill response plan which

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We enjoyed working with you on this project and we trust that this report meets your current needs.

Sincerely,

HART CROWSER, INC.

Loui Herman

LORI J. HERMAN

Senior Associate

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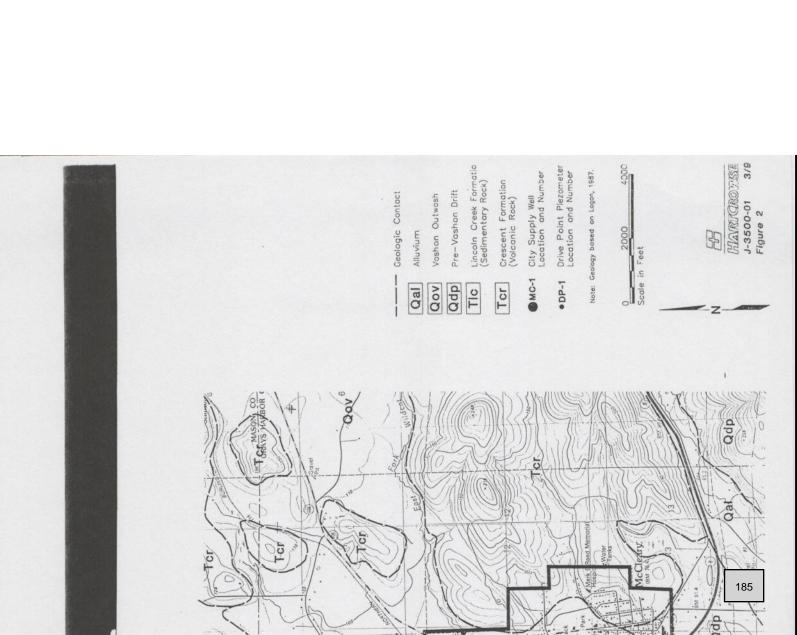
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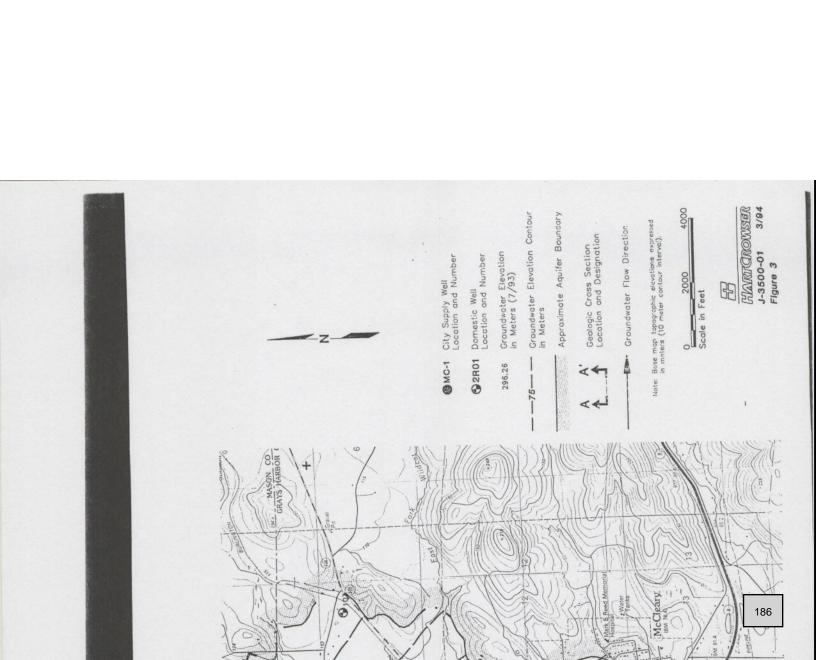
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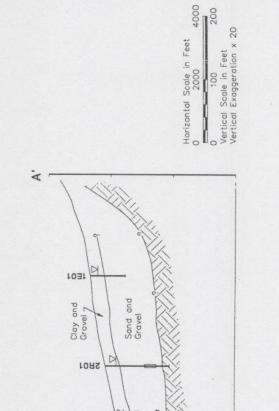
Table 1 - Potential Point Contaminant Sources

Map Number	Address	Description/Business Name
1	96 Elma-Hicklin Road	Grays Harbor Shake
2	Elma-Hicklin Road	Former Logging Equipment Maintenance Facility
3	162 North Summit Road	Quality Lumber Remanufacturing
4	Church Rd./Elma-McCleary Road	Former Gas/Service Station, Existing Junk Yard
5	Elma-McCleary Road	Jack's Welding/Fabrication, Former DOT Maintenance

Project Location Map Gee Min & 5030 h M: Hoge 5142 T. Pt of Arches Darrington DZFTTE IMD. RES. Cape Aleve (Flattery Rocks W. N.W.R. Port Angeles OLYMPIC NATIONAL PARK OLYMPIC Les OLYMPIC OLYMPIC NATIONAL FOREST Copalis N.W.R 184 **Project Location**







MG-2 City Supply Well Number
Well Location

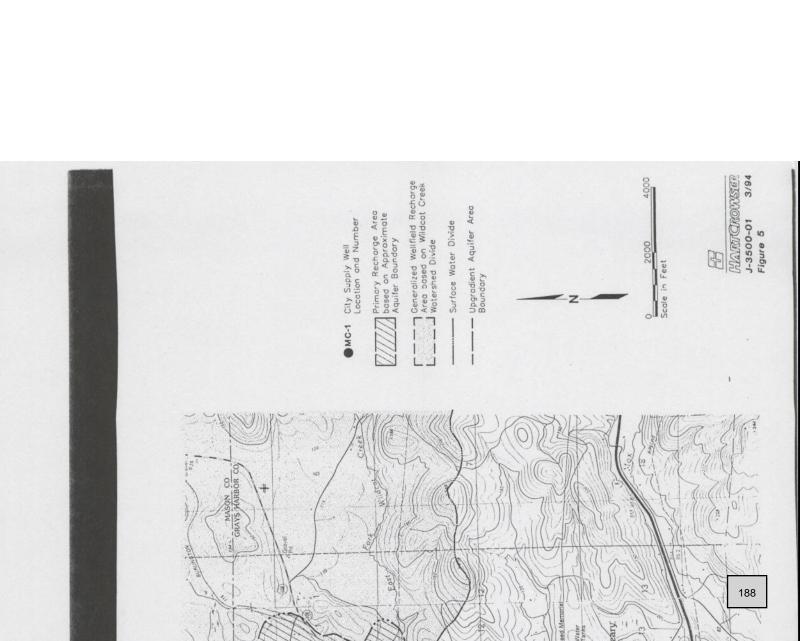
Groundwater Level
Screened Section

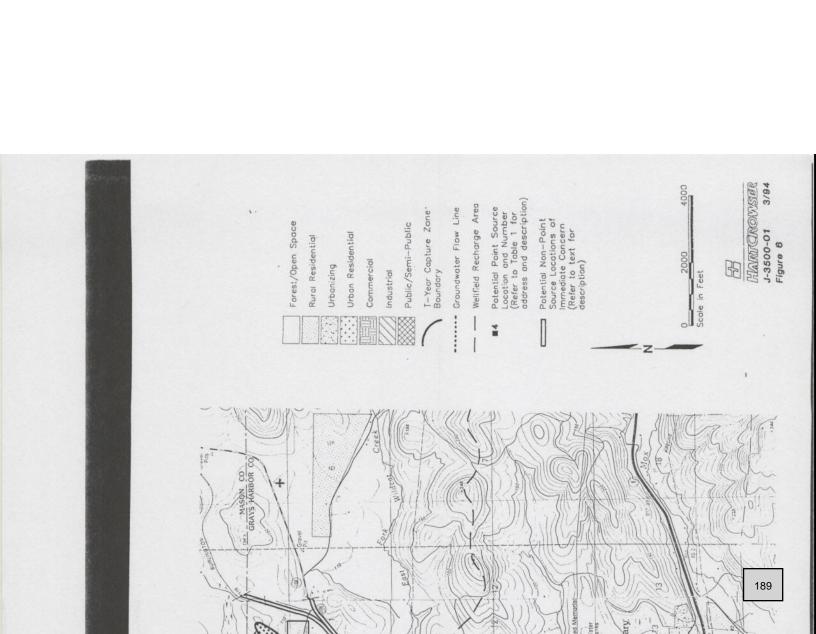
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Note: Refer to Figure 3 for Cross Section locations.

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Horizontal Scale in Feet 20, 1000 0 1000 20 Vertical Scale in Feet Vertical Exaggeration x 10





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APPENDIX A
AQUIFER TEST PROCEDURES AND RESULTS

APPENDIX A AQUIFER TEST PROCEDURES AND RESULTS

The McCleary Well aquifer test was conducted between July 26 and 30, 1993. 24 hours prior to starting the test, pressure transducers and data loggers were installed in the observation wells MC-2A, MC-3, and DP-1. The City filled the storage tank, then removed the well from service for approximately 8 hours. The test was started at 7:10 a.m. on July 27, 1993, and was conducted by pumping water directly into the system. The pumping portion of the test was conducted for 2,994 minutes until 9:04 a.m. on July 29, 1993. At that time the well was shut off and allowed to recover for approximately 24 hours until 9:30 a.m. on July 30, 1993. The average pumping rate used for our analysis was determined to be 425 gpm based on the totalizing meter at the wellhead. Periodic measurements made on a flowmeter adjacent to the wellhead during the test confirmed this flowrate.

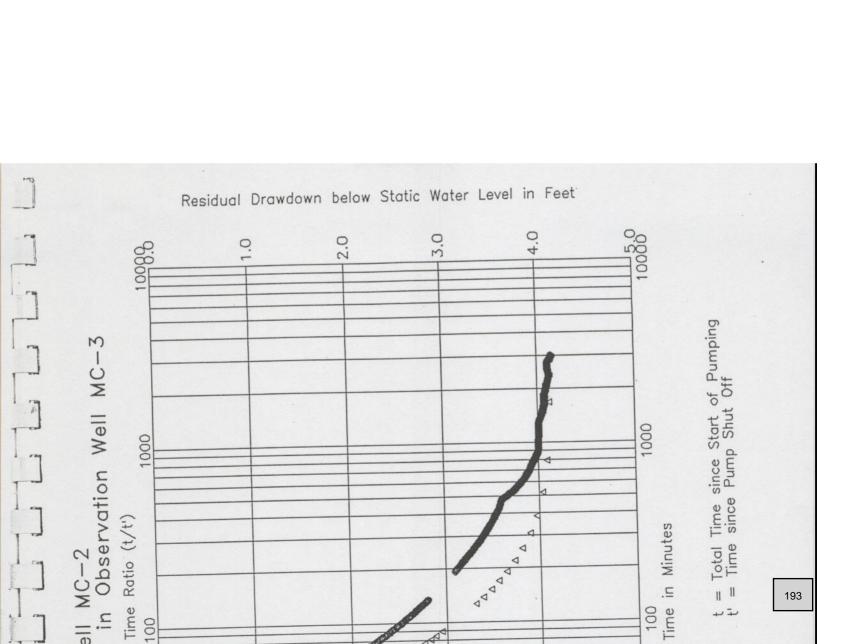
Aquifer Test Data and Analyses

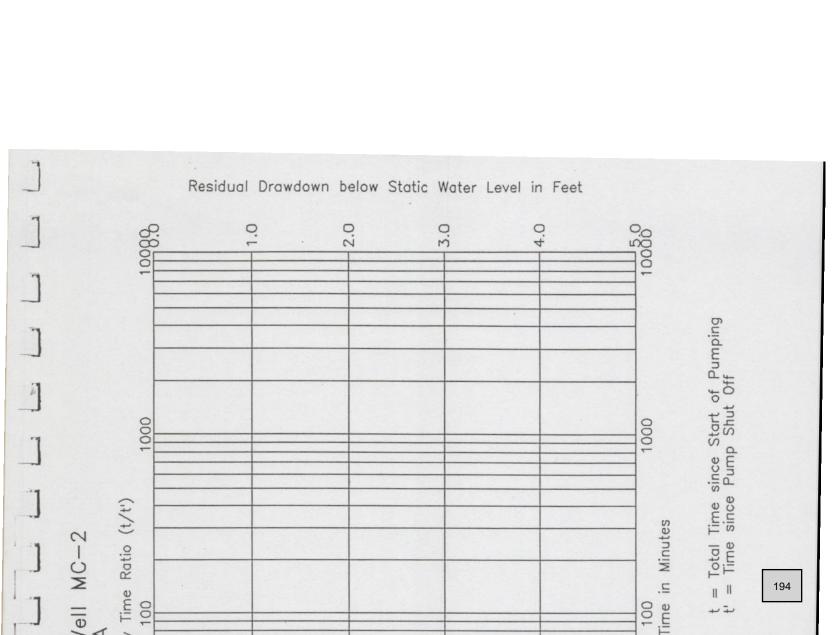
191

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MC-3 provided the best data for analysis. Figure A-1, a semi-log plot of the MC-3 data and Figure A-4, a log-log plot of the MC-3 data indicate a "recharge" type effect in the data after about 300 minutes of pumping. This recharge effect is shown by a decreased rate of drawdown and typically occurs as another source of water is supplied to the well. This can be from the drawdown core of the well intersecting a more transmissive portion of the aquifer, a surface water source, or as leakage from water storage in overlying materials. In this case we believe the recharge effect is from leakage based on the hydrogeologic conditions in the vicinity of the well and a Theis curve matching analysis.

To allow a Theis curve matching analysis, data from well MC-3 were plotted on a log-log graph (Figure A-4). The MC-3 drawdown data very closely matched the type curve of a leaky confined aquifer under non-steady state conditions at leak and factor of 0.4. Analysis of semi-log data plots of the data using Jacob Cooper methods was not used because the validity condition of $U \le 0.01$ was not met until between 400 and 700 minutes into the test at which time the recharge effect was already seen.





Constant Rate Pumping Test
McCleary Well MC-2
Measurements in Well DP-1

-0.5

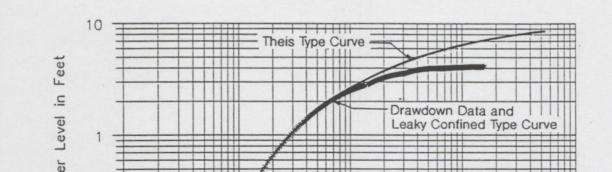
-0.3

-0.1



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Constant Rate Pumping Test
McCleary Well MC-2
Log-Log Plot of Measurements in Well MC-3



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APPENDIX B GROUNDWATER MODELING AND CAPTURE ZONE ANALYSIS

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APPENDIX B GROUNDWATER MODELING AND CAPTURE ZONE ANALYSIS

Model Description

PLASM (Prickett and Lonquist, 1971) is based on a mesh-centered finite-difference approach for solving the groundwater flow equation. The set of simultaneous algebraic equations that are produced from this technique are solved using the alternating direction implicit method of Peaceman and Rachford (1955). The model is capable of assessing aquifer response (in terms of water level elevations and therefore gradients) to stresses such as wells, precipitation recharge, and streams.

GWPATH (Shafer, 1987b) is a computer program for estimating horizontal fluid pathlines and travel times in non-uniform groundwater flow fields. The program is based on the numerical method presented by Shafer (1987a). This method is basically a particle tracking method, whereby infinitely small imaginary fluid particles are placed in the flow domain and their positions are tracked as they move through the flow field in a series

represent the groundwater elevations of the natural flow system outside the area of influence of the modeled stresses. The constant head values were selected to produce a regional hydraulic gradient of 0.009 ft/ft, which was observed from the water levels measured in domestic wells in July 1993. The specific values used in the model were obtained by projecting observed water levels to the model edge based on this gradient.

Aquifer Parameters

The flow model requires a number of input parameters that are specific to the hydrogeologic system. These parameters include aquifer thickness, hydraulic conductivity, and recharge rate. In addition to hydraulic conductivity data, the pathline analysis also requires specification of effective porosity. Each of these input parameters are discussed below.

Aquifer Thickness

A saturated aquifer thickness of 75 feet was assumed throughout the domain. This assumption was supported by several well logs. Based on our conceptual model of the aquifer, we feel that the aquifer thins near the

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Detailed analyses of recharge in similar geologic settings in Western Washington using a model developed by the U.S. Geological Survey (Bauer and Vaccaro, 1987) have indicated that typically 30 to 40 percent of precipitation is available as groundwater recharge. We assumed the larger percentage due to the shallow depth to water, presence of permeable soils, and generally level topography (limiting runoff).

The closest weather observation station is in Elma, located approximately 8 miles west of McCleary. Elma lies approximately 200 feet lower in elevation than McCleary; however, it was considered to be representative of McCleary due to its proximity. A study of precipitation records dating back to 1931, indicated a yearly average of 59 inches (Byrne-Stevens & Associates, 1977).

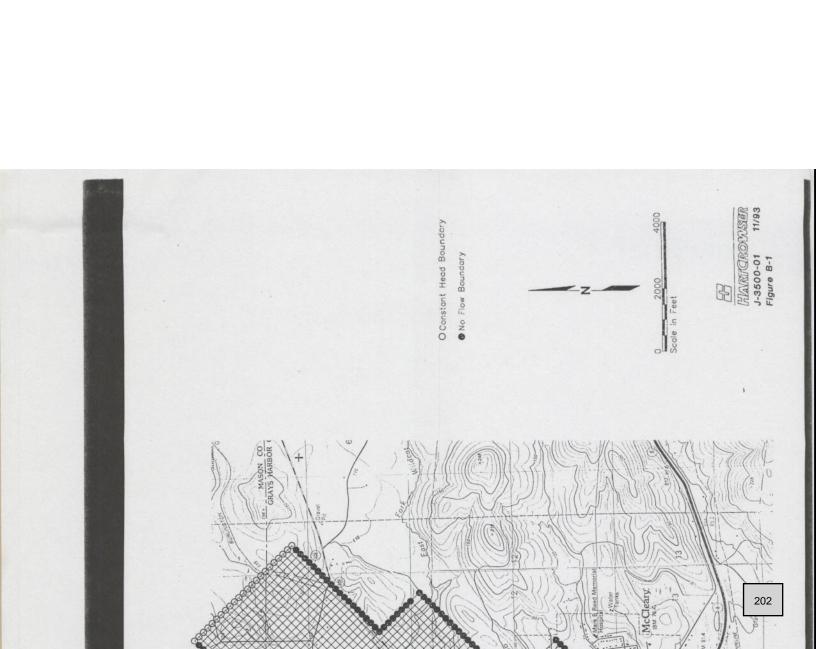
Using these data as guidance, we assumed a recharge rate of 24 inches/year. This corresponds to 800 gpm/mi².

Effective Porosity

Hart Crowser J-3500-01

This increased hydraulic conductivity is certainly within the range of possible conductivities indicated by the pumping test, allowing for uncertainties in the analysis and assumed aquifer thickness. A higher hydraulic conductivity in this region is also consistent with the conceptual geologic model of the area, which indicates outwash material was carried into the valley from the northeast, with coarser material being deposited first.

HYDROGEO.FR



Earth and Environmental Technologies

Corporate Headquarters: 1910 Fairview Avenue East Seattle, Washington 98102 206.324.9530

3123-56th Street, N.W., Suite 3 Gig Harbor, Washington 98335 206.759.6000

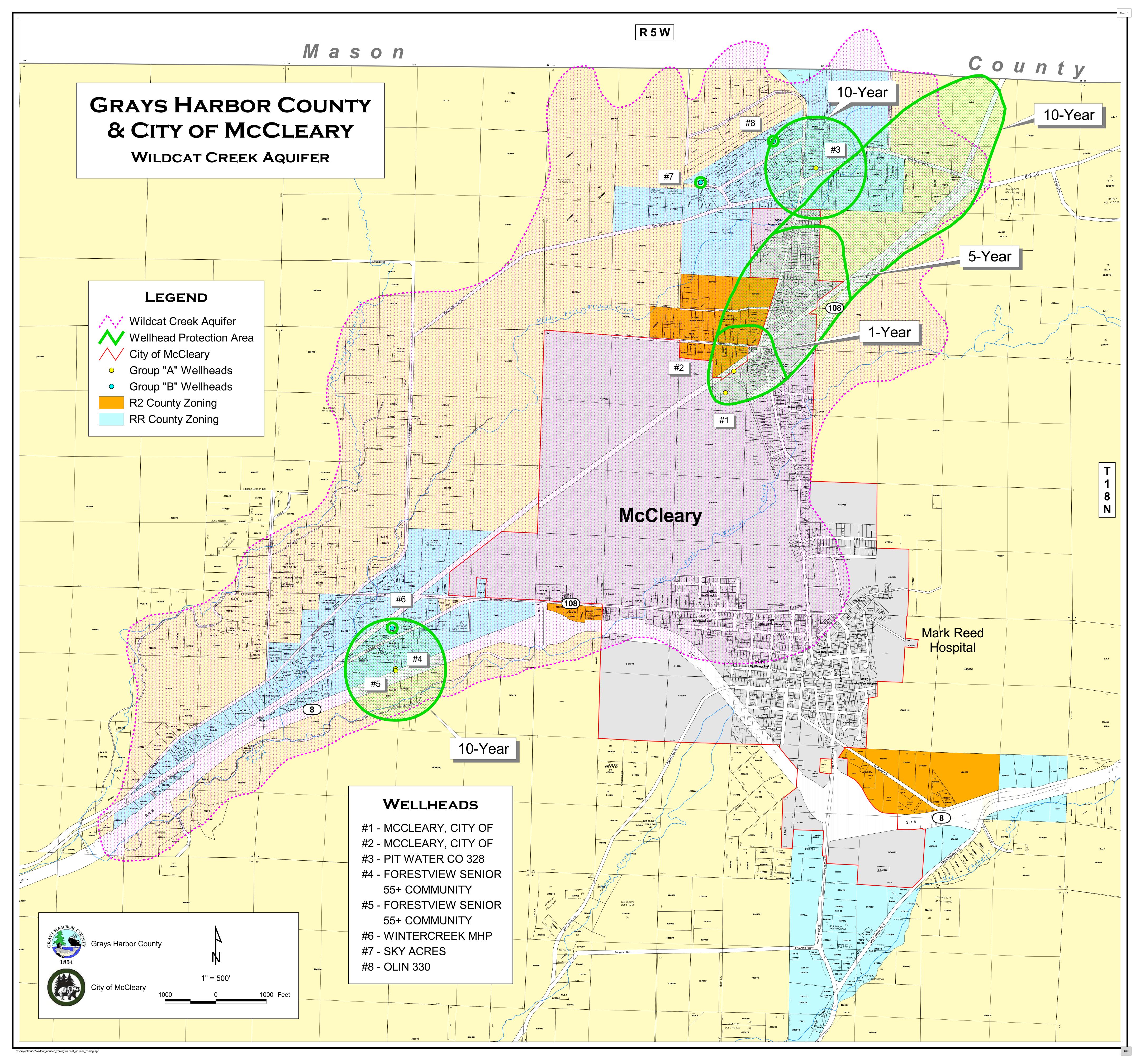
1201 Jadwin Avenue, Suite 2A Richland, Washington 99352 509.946.4344

2550 Denali Street, Suite 705 Anchorage, Alaska 99503 907.276.7475

Five Centerpoint Drive, Suite 240 Lake Oswego, Oregon 97035 503.620.7284

353 Sacramento, Suite 1140 San Francisco, California 94111 415.391.1885 Ì

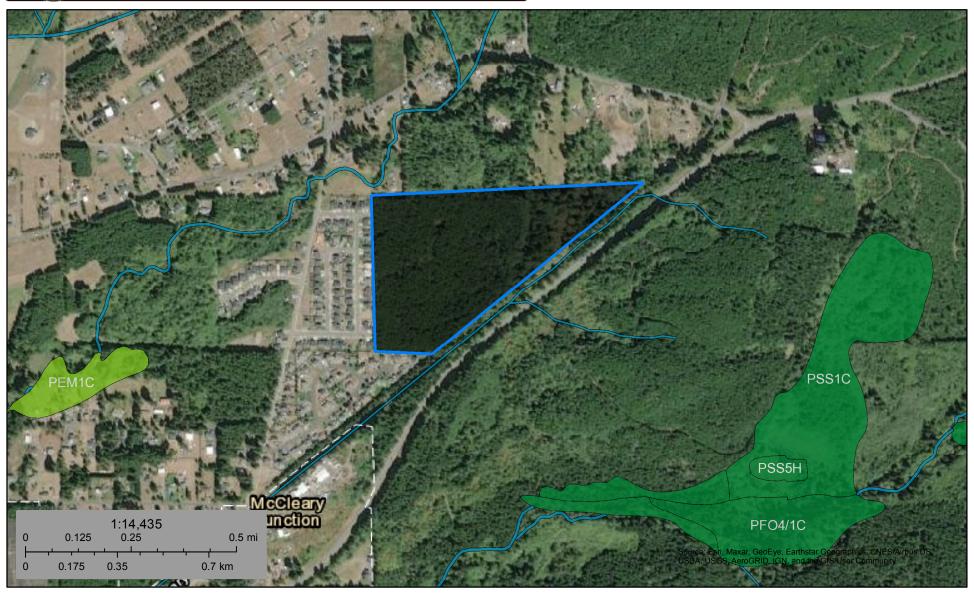
203



PB Annexation

Item 1.





July 26, 2021

Wetlands

Estuarine and Marine Deepwater

Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Pond

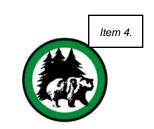
Freshwater Forested/Shrub Wetland

Lake

Other

Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



STAFF REPORT

To:	Mayor Orffer and Council Members
From:	Steve Randich
Date:	August 2,2021
Department:	Public Works

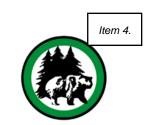
Mayor and Council,

I am happy to report that all personnel within the Public Works department are healthy and practicing safe social distancing at this time.

All personnel are aware that priority tasks are currently on an "as needed" basis. Meaning, any job that may come up will be evaluated for personnel required and only the amount required will respond to complete each task.

We were able to get the museum sidewalk poured and starting on re-doing the entrance into town. Finishing up the water line along Beerbower Park,. Along with all our mowing that we need to keep on.

Thank you, Steve



STAFF REPORT

To:	Mayor Orffer and Council
From:	Paul Nott
Date:	8/3/2021
Department:	Light and Power

Hello All,

Since our last report we have had 2 outages. One was an underground fault on Oak Meadows and the other was the city wide scheduled outage to replace the damaged 505 switch. The switch was damaged last winter during a storm, and we opted to coordinate the repair with GHPUD during the summer months.

New service connections have decreased due to the shortage of available buildable lots in our community.

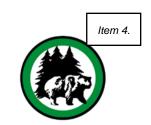
We have also begun work on a new line extension headed south on 6th street. This will replace the existing line headed up the overgrown alleyway south of 6th street and move it to a more manageable location.

We also continue to fill in with line maintenance and system mapping.

If you have any questions or concerns, feel free to contact us.

Stay safe and healthy...

Paul



STAFF REPORT

To:	Mayor Orffer and City Councilmembers
From:	Lindsay Blumberg, Deputy Clerk-Treasurer
Date:	August 3, 2021
Department:	Finance & Administration

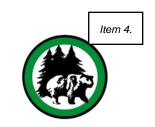
With the vacant Clerk-Treasurer position, our front office team is working together to perform duties and provide coverage. As Deputy Clerk-Treasurer, I am taking the lead role in covering this position until a new individual joins our team. We have scheduled interviews for Friday, August 6. The position will remain open until filled.

To support the front office team, we have engaged temporary help. The individual working with us is outstanding, and we are grateful for the support she is providing.

During the month of July, we processed the monthly utility billing, payroll, and two runs of accounts payable. We continue to work on a significant Public Records Request along with our daily/monthly routine.

In that the moratorium on late fees and discontinuation of services for non-payment has been extended through September 30, 2021, our utility accounts manager continues to work with customers and households on any past due accounts. We are working toward a plan for any customers with past due balances when the moratorium ends to ensure our customers can maintain services and have access to necessary resources.

The office is open from 8 AM to 4 PM daily. We continue to encourage customers to use the payment drop box, pay online at www.xpressbillpay.com, or use the automated phone system to make payments.



STAFF REPORT

To:	Mayor Orffer and City Council
From:	Kevin Trewhella
Date:	August 3, 2021
Department:	Water and Wastewater

Water and Wastewater treatment Plants are operating excellently.

We do not foresee any problems in the near future.

We have been very fortunate that both Jon Ehresmann and I have stayed heathy.

Have a great week! Stay healthy!

Kevin Trewhella



Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: August 4, 2021- For August 11th Council Meeting

Subject: Dog Ordinance Review

RECOMMENDATION

Please review and provide feedback as necessary.

BACKGROUND

At the July 14th meeting, it was asked to review our current park and cemetery regulations, more specifically dogs in the park language. I have attached Ordinance 773 and our municipal code for your review. Staff would like direction on what changes, if any, you would like to see. A starting point for staff would be, do want to change the ordinance and do you want to change/update the whole ordinance or the section specifically for dogs in the park?

ORDINANCE NO. 773

AN ORDINANCE RELATING TO PARKS & CEMETERIES AS AMENDED; ESTABLISHING REGULATIONS; GRANTING AUTHORITY; ADDING NEW SECTIONS TO CHAPTER 12.16 MMC; IMPOSING PENALTIES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

RECITALS:

- 1. The City maintains a cemetery as well as a park and other recreational facilities for use by the citizens. It has also, in recent years, acquired additional property for potential use as a second park.
- 2. The Administrative Staff has reported to the Council that the operation of the system would benefit from the implementation of a formal set of regulations.
- 3. Staff have reviewed the materials and have recommended to the Council and Mayor that the provisions set out below be adopted.
- 4. During the course of the review, attempts have been made to update and insure consistency with the relevant portions of the provisions of the Municipal Code relating to activities within the City operated cemeteries. Also, it is the goal of this ordinance to integrate its provisions with the existing provisions of Chapter 12.16 of the Municipal Code.

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

SECTION I: SIGN POSTING AND STRUCTURES PROHIBITED

Without the prior written consent of the Director of Public Works, hereinafter referred to in this ordinance as the Director, or his or her designee, the following acts are unlawful:

- A. To place or erect any sign, board, billboard, or similar device of any kind in any park or cemetery.
- B. To create, place, or erect any structure in any park or cemetery.

SECTION 2: DISTRIBUTION OF HANDBILLS

It is unlawful to exhibit or distribute any handbills, circulars, or signs in any park or cemetery in any manner that interferes with or obstructs the normal use of the park or cemetery or the normal passage of people or vehicles within or through the park or cemetery.

SECTION 3: STORAGE OF EQUIPMENT

Persons using parks should not expect storage space for equipment necessary for their activity. Any user desiring to store equipment, supplies, or material of any type or kind on a park site shall obtain the written approval of the Director in advance. If temporary storage is allowed with the permission of the Director, the City shall not be responsible for loss or damage to the equipment or property stored.

SECTION 4: REMOVAL, ALTERATION, OR DESTRUCTION OF PARK OR CEMETERY PROPERTY PROHIBITED:

- 4.1 It is unlawful to remove, destroy, mutilate, or deface any structure, monument, wall, fence, railing, bench, shrub, tree, lawn, grass, plant, flower, lighting system, or sprinkling system, or any other property or thing lawfully in any park or cemetery.
- 4.2 No physical alteration, whether in the form of additions, modifications, or removal, to the park or cemetery or other facility covered under the provisions of this ordinance or any improvements located therein shall be done without the prior written approval of the City, acting by and through the Director of Public Works or such other official as may be designated by the Mayor.
- 4.3 No foreign matter of any sort (including without limitation such materials as sawdust or sand) may be added to any field for any reason without the prior written consent of the Director.

SECTION 5: ANIMALS IN PARKS OR CEMETERIES

5.1. Dogs, pets, or domesticated animals are not permitted on any area covered by turf, whether natural or artificial, nor in or upon any picnic area, sport court, or inbounds play area in any park or cemetery nor in any park or cemetery structure unless specifically authorized by posting or

by special permission given in writing by the Director. This section shall apply neither to animal guides nor service animals.

- 5.2. Dogs and other pets or domesticated animals shall be kept on a leash and under control at all times unless otherwise posted.
- 5.3. Any person whose dog or other domesticated animal is in any park or cemetery shall be responsible for the conduct of the animal and shall promptly remove and properly dispose of all animal waste deposited by such animal.
- 5.4. No person shall allow his or her dog or other pet or domesticated animal to commit any of the following acts:
- A. to bite, disturb, or harass any park or cemetery user, wildlife, or other animals.
- B. to bark or make noise continuously or with such frequency or volume as to disturb the peace and tranquillity of the park or cemetery.
- C. to damage, destroy or remove park or cemetery vegetation.

SECTION 6: HORSES & OTHER QUADRUPEDS PROHIBITED

Horses and other quadrupeds are not permitted in any park or cemetery at any time except with the written permission of the Director or within areas specifically designated for such use.

<u>SECTION 7: SELLING REFRESHMENTS OR MERCHANDISE</u>

<u>PROHIBITED</u>

It is unlawful to sell refreshments, merchandise, or any other thing in any park or cemetery without the prior written consent of the Director or without a valid concession contract with the City and being the holder of such other licenses and permits as are required by any applicable state law or city ordinance.

SECTION 8: SOLICITING PROHIBITED

Except as may be specifically provided by law, no person shall solicit contributions for himself or others in any park or cemetery.

SECTION 9: USE BY GROUPS OR ASSEMBLIES

Parks and associated facilities shall be available for any person, group, or assembly on a first come, first served basis, subject to priority use through a supplemental park permit issued by the Director or for classes, special events, public forums, or athletic programs as determined by the Director.

SECTION 10: VEHICLE AND ANIMAL USE RESTRICTED

- 10.1. It is unlawful to operate, ride, or drive any wheeled device, sled, vehicle, or animal over, across, or through any park or cemetery, except along designated paths, drives, or streets, provided however, motorized devices are restricted solely to streets, parking lots, and drives.
- 10.2. It is unlawful to operate, ride, or drive any wheeled device, vehicle, or animal at a speed in excess of five

- (5) miles per hour in any park or cemetery unless a different speed limit is posted.
- 10.3. It is unlawful to stand or park any vehicle except where so designated and posted. It is unlawful to use or operate vehicles in any portion of a park devoted to skateboards.
- 10.4. No device, referred to generically as "toy wheels", shall be utilized in an area in which their use is specifically prohibited. For purposes of this section, a "toy wheel" shall include, but is not limited to, skateboards, roller blades, roller skates, scooters, bicycles, and similar wheeled devices.
- 10.5. The restrictions imposed pursuant this section shall not apply to such wheeled items as carriages for infants, children's wagons, and similar items nor, as to use in a park, to snow sleds intended for individual use so long as such utilization does not harm park property.

SECTION 11: CAMPING PROHIBITED

It is unlawful to camp in any cemetery nor shall any camping be allowed in any park except at places within a park so designated and posted and with the prior written approval of the Director.

SECTION 12: GOLF PROHIBITED

Golf activities shall not be permitted in any cemetery nor in any park unless a supplemental park permit or the written

consent of the Director is obtained prior to commencement of the activity.

SECTION 13: ENDANGERING PERSONS OR PROPERTY PROHIBITED

It is unlawful to knowingly hurl or propel any object or to take any physical action in any park or cemetery which endangers or is likely to endanger any persons or property or interfere with park or cemetery purposes: PROVIDED THAT, this prohibition shall not apply if such action occurs as an anticipated element of any authorized event. This shall include baseball games, soccer games, and similar events.

SECTION 14: FIRES PROHIBITED

It is unlawful to build or have any fire in any cemetery or in any park except where so designated and posted. Appliances such as portable grills, barbecues, or hibachis are permitted in parks so long as they do not otherwise violate any section of this ordinance nor any chapter of the Municipal Code. In recognition of the possible hazard resulting from such action, no ash or similar by-product resulting from the permitted use of such an appliance shall be deposited in any garbage receptacle maintained within a park or cemetery nor otherwise disposed of within a park or cemetery.

SECTION 15: FIREWORKS PROHIBITED

It is unlawful in any park or cemetery to use, exhibit, display, or possess any fireworks or common fireworks as those terms are defined in the Municipal Code unless authorized by the

Director and so long as any necessary permit has been obtained from all governmental agencies having jurisdiction over such actions.

SECTION 16: SOUND-AMPLIFYING DEVICES

16.1. Except as authorized by use agreement or by the prior written permission of the Director, or except as necessary for the preservation of public peace or safety, it is unlawful to use any public address system, loudspeaker, or other sound amplifying device in any park or cemetery other than in compliance with \$16.2 of this Section. This section shall not apply to such instruments utilized during the ordinary course of a funeral ceremony.

an activity of which the Director has authorized such use, no person shall use, operate, or play in any park a radio, tape player, disc player, television, musical instrument, record player, or any other machine or device capable of producing sound (1) without the use of headphones or a similar personal listening device or (2) at a volume level where discernible noise can be heard more than ten feet from the device or (3) in such a manner as violates any other provision of the Municipal Code.

SECTION 17: INTOXICATING LIQUOR PROHIBITED

It is unlawful to possess a container of any alcoholic beverage, whether opened or unopened, while in any park or cemetery or in any publicly owned parking area associated with a

park or cemetery. For purposes of this section, possession means having a container within one's immediate reach or control and not secured in a location such as a vehicle's trunk or storage compartment.

SECTION 18: LITTERING -- TRASH DEPOSIT

It is unlawful to commit any of the following acts:

- A. throw or deposit any refuse or other material in any park or cemetery, including, but not limited to, any artificial surfaces, play fields, or picnic areas, except in designated receptacles; or
- B. to take garbage or refuse to a park or cemetery for disposal; or
- C. to deposit garbage or refuse generated outside a park or cemetery in a receptacle provided for deposit of trash by the public using the park or cemetery or in any publicly owned parking area associated with a park or cemetery.
- D. to violate the provisions of Section 14 by the deposit of any ash or similar by-product in any receptacle.

SECTION 19: PARK OR CEMETERY HOURS, AREAS OF RESTRICTED OCCUPANCY, & RIGHT TO PROHIBIT CONTINUED USE

- 19.1. Park or cemeteries are open to the public daily from 6:30 a.m. to 10:00 p.m. unless other hours are posted at the entrances to a park or cemetery.
 - 19.2. The Director shall have the following authority:

- A. To make and enforce special park or cemetery closure hours for specific areas within them if the Director determines that such special closure hours are necessary or appropriate to protect public property or public safety, to prevent public nuisances, or to prevent breaches of the peace.
- B. In the Director's sole discretion, to permit special hours of utilization by written authorization in the course of utilization for special events, sport leagues, and tournaments so long as the applicant submits a written request no less than one week prior to the intended date or dates of utilization. The request shall contain such information as may be required by the Director. If the Director authorizes the utilization, it shall be the responsibility of the applicant to provide written notice of such authorization to each residence which abuts the park or cemetery to be utilized. If the residence is an apartment building, notification to the manager of the building shall be deemed adequate notice.
- 19.3. It is unlawful for any person to enter or remain in a closed park or cemetery unless permitted and authorized in advance by the Director.
- 19.4. No person except an authorized City employee or other person duly authorized pursuant to law shall enter or go upon or into any park or cemetery area which has been posted as a "No Admittance" or "No Trespassing" area, or at a time a park or cemetery is closed to the public.

- 19.5. The misuse of a park or cemetery facility, the failure to conform with any of the provisions of this ordinance, or the failure or refusal to comply with the directions of City employees shall be good cause for requiring the individual to exit the park or cemetery and to prohibit the individual from reentering the park or cemetery in the future.
- 19.6. Any person violating this section is guilty of a misdemeanor and upon conviction shall be subject to punishment as provided in Section 21 of this ordinance.

SECTION 20: SKATEBOARD PARK AREAS

To the extent that any area of a park is now or may hereafter be devoted to skateboards, its use shall be governed by rules promulgated by the Director, and as may be posted at the entrance to the skateboard area. A violation of any such rules, whether or not posted, shall be a violation of this chapter.

SECTION 21: USER'S FAILURE TO FOLLOW PARK OR CEMETERY RULES - PENALTIES & PROHIBITION FROM REENTRY

21.1. <u>Fiscal Penalties</u>: Any violation of or any failure to comply with any of the provisions of this ordinance which is not defined as a criminal law violation by the municipal code or state law and for which no penalty is otherwise specified by the municipal code or state law shall constitute a civil infraction as contemplated by RCW 7.80.120. Any person found to have committed such a violation may be punished by a civil fine

or forfeiture in any sum not exceeding \$250.00. The following penalties shall apply:

- A. Initial Infraction within any twenty-four calendar month period: Monetary penalty of Fifty Dollars (\$50.00);
- B. Second Infraction within any twenty-four calendar month period: Monetary penalty of One Hundred Dollars (\$100.00);
- C. Third Infraction within any twenty-four calendar month period: Monetary penalty of One Hundred Fifty Dollars (\$150.00);
- D. Fourth & subsequent violation within any twenty-four calendar month period: Monetary penalty of Two Hundred Fifty Dollars (\$250.00).

21.2. <u>Prohibition From Reentry</u>:

A. Any person who is either sentenced pursuant to 21.1.D of this section or who, regardless of the violator's prior history, is found by the Director to have committed an act or acts which created or resulted in an unreasonable risk to safety of persons or property may be forbidden from reentering the premises of a park or cemetery or its associated public parking areas. The written order prohibiting reentry shall set forth in reasonable detail the reasons for the prohibition and may be for such period as the Director deems appropriate and shall be served upon the violator. In the event that attempts to serve the order are unsuccessful, a record of the efforts shall be maintained in the records of the City and the name of the individual may be

posted at the entry of the City's parks or cemetery upon a document setting forth a listing of any individual subject to such order.

B. Any person who is the subject of an order issued pursuant to \$\$21.2 shall have the right to appeal that order to the City Council in writing within ten (10) calendar days of the service of the order upon the person. The notice of appeal shall be filed in the Office of the Clerk-treasurer and set forth the name and contact information for the appellant, as well the grounds for the appeal. The Council, after giving written notice to the individual at the address provided in the notice of appeal, shall set a date upon which the appeal shall be heard. The Council may hear such testimony and accept such exhibits as its deems appropriate and issue a written decision with findings. That decision shall be final.

By written resolution, the Council may delegate the duty and authority it possesses under this sub-paragraph to the Hearing Examiner.

SECTION 22: The Director shall be and is hereby authorized to promulgate such written rules and regulations as may be deemed reasonably necessary and appropriate to implement and administer the provisions of this ordinance. Prior to its effectiveness, any proposed rule or regulation shall be submitted to the City Council and Mayor for review. To the extent not disapproved, such rule or regulation shall go into effect upon

the thirtieth day following the first Council Meeting at which they are presented to the Mayor and Council in a written form:

PROVIDED that the Council specifically reserves to itself the right (a) to suspend such proposed rule or regulation, (b) authorize its immediate effectiveness, or (c) reject, modify, or supplement such proposed regulations.

SECTION 23: For purposes of this ordinance, the following definitions shall apply:

- A. Park: Any land, whether with or without improvements, owned by the City and made available to the public for recreational uses.
- B. <u>Cemetery</u>: Any property owned by the City and meeting one, or a combination of more than one, of the following criteria, in a place used, or intended to be used for the placement of human remains and dedicated, for cemetery purposes:
 - (a) A burial park, for earth interments.
 - (b) A mausoleum, for crypt interments.
 - (c) A columbarium, for permanent niche interments; or
- (d) any burial site, burial grounds, or place where five or more human remains are buried.

Unless a cemetery is designated as a parcel of land identifiable and unique as a cemetery within the records of the county assessor, a cemetery's boundaries shall be a minimum of ten feet in any direction from any burials therein.

SECTION 24: Section 12.16.020 MMC and Section II, Ordinance 521 are each amended to read as follows:

When consent or authorization is required prior to the undertaking of an activity specified <u>under the provisions of this ordinance</u> ((in Section 12.16.010)), that consent or authorization shall be sought as follows:

A. A request shall be directed in writing to the <u>Director of Public Works</u> ((Mayor)), detailing with adequate specificity the activity sought to be permitted. Upon receipt of such a request, the <u>designated official</u> ((mayor)) shall undertake consideration as to the appropriateness of authorizing the activity. If in the ((mayor's)) designated official's opinion and discretion it is deemed necessary to obtain additional information, such request for information shall be responded to by the applicant. In making the determination, the designated official ((mayor)) shall consider such factors as may be deemed necessary and appropriate, including but not limited to the impact of the requested utilization upon the use by the facility by other citizens; the demands that may be placed upon public services by the anticipated activity; prior experience or history of the applicant in undertaking similar activities; prior history or experience of the city in the allowance of such similar activities; and such other factors relating to public health, safety, and welfare as may be articulated. The decision of the

designated official ((mayor)) shall be in writing and rendered
in a reasonably timely manner after application.

B. If any person is aggrieved by the decision of the responsible official ((mayor)) whether to grant or deny a request, that person may appeal the decision of the responsible official ((mayor)) to the city council, which shall hear the matter at its next regular session or at such other time as it may deem appropriate. The council, after receiving such information as it deems necessary and appropriate, may either affirm, reverse, or modify the responsible official's ((mayor)) decision. The decision of the council shall be final.

SECTION 25: CODIFICATION: Sections 1 through 23 of this ordinance shall constitute new sections in Chapter 12.16 of the McCleary Municipal Code.

SECTION 26: 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 27: EFFECTIVE DATE:

This Ordinance shall take effect upon the fifth day following date of publication.

PASSED THIS 24th DAY OF AUGUST, 2011, by the City Council of the City of McCleary, and signed in approval therewith this 244 day of August, 2011.

CITY OF McCLEARY:

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS Clerk-Treasurer

APPROVED AS TO FORM:	
Dan J.	lin
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 773 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 773, 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 $\frac{\partial 9^{22}}{\partial x^2}$, 2011, by WENDY COLLINS.

day of



NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at: Grays Harbor County

My appointment expires: 3/17/201



SYNOPSIS OF ORDINANCE NO. 773

AN ORDINANCE RELATING TO PARKS & CEMETERIES AS AMENDED; ESTABLISHING REGULATIONS; GRANTING AUTHORITY; ADDING NEW SECTIONS TO CHAPTER 12.16 MMC; IMPOSING PENALTIES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

On August 24, 2011, the City Council of the City of McCleary adopted Ordinance Number 773. The intent and purpose of the Ordinance was adopt a more inclusive set of regulations and guidelines in relation to the use of the parks and cemeteries operated by the City. Provisions included regulating the use of both by visitors, setting forth conditions under which the Director of Public Works may issue rules, regulations, and permit, specifying actions which will be subject to sanctions, and authorizing the imposition of penalties for violation of the provisions.

A complete copy of this Ordinance is available during regular business hours at the Office of the Clerk-Treasurer, City Hall, McCleary, Washington. The Ordinance will be made available for review without cost; a copy will be provided upon request without cost if such request is timely made. This Synopsis is published pursuant to the laws of the State of Washington.

DATED this 304 day of August, 2011.

WENDY COLLINS, Clerk-Treasurer

Chapter 12.16 PARK AND CEMETERY REGULATIONS¹

Sections:

12.16.010 Sign posting and structures prohibited.

Without the prior written consent of the director of public works, hereinafter referred to in this chapter as the director, or his or her designee, the following acts are unlawful:

- A. To place or erect any sign, board, billboard, or similar device of any kind in any park or cemetery.
- B. To create, place, or erect any structure in any park or cemetery.

(Ord. No. 773, § 1, 8-24-2011)

12.16.020 Distribution of handbills.

It is unlawful to exhibit or distribute any handbills, circulars, or signs in any park or cemetery in any manner that interferes with or obstructs the normal use of the park or cemetery or the normal passage of people or vehicles within or through the park or cemetery.

(Ord. No. 773, § 2, 8-24-2011)

12.16.030 Storage of equipment.

Persons using parks should not expect storage space for equipment necessary for their activity. Any user desiring to store equipment, supplies, or material of any type or kind on a park site shall obtain the written approval of the director in advance. If temporary storage is allowed with the permission of the director, the city shall not be responsible for loss or damage to the equipment or property stored.

(Ord. No. 773, § 3, 8-24-2011)

12.16.040 Removal, alteration, or destruction of park or cemetery property prohibited.

- 1. It is unlawful to remove, destroy, mutilate, or deface any structure, monument, wall, fence, railing, bench, shrub, tree, lawn, grass, plant, flower, lighting system, or sprinkling system, or any other property or thing lawfully in any park or cemetery.
- 2. No physical alteration, whether in the form of additions, modifications, or removal, to the park or cemetery or other facility covered under the provisions of this chapter or any improvements located therein shall be done without the prior written approval of the city, acting by and through the director of public works or such other official as may be designated by the mayor.

McCleary, Washington, Code of Ordinances (Supp. No. 17)

¹Editor's note(s)—Ord. No. 773, §§ 1—24, adopted Aug. 24, 2011, repealed the former Ch. 12.16Editor's note(s)—, §§ 12.16.010Editor's note(s)—, 12.16.020Editor's note(s)—, and enacted a new Ch. 12.16Editor's note(s)— as set out herein. The former Ch. 12.16Editor's note(s)— pertained to park and cemetery regulations and derived from Ord. 521 §§ 1, 2Editor's note(s)—, 1987.

3. No foreign matter of any sort (including without limitation such materials as sawdust or sand) may be added to any field for any reason without the prior written consent of the director.

(Ord. No. 773, § 4, 8-24-2011)

12.16.050 Animals in parks or cemeteries.

- Dogs, pets, or domesticated animals are not permitted on any area covered by turf, whether natural or artificial, nor in or upon any picnic area, sport court, or inbounds play area in any park or cemetery nor in any park or cemetery structure unless specifically authorized by posting or by special permission given in writing by the director. This section shall apply neither to animal guides nor service animals.
- 2. Dogs and other pets or domesticated animals shall be kept on a leash and under control at all times unless otherwise posted.
- 3. Any person whose dog or other domesticated animal is in any park or cemetery shall be responsible for the conduct of the animal and shall promptly remove and properly dispose of all animal waste deposited by such animal.
- 4. No person shall allow his or her dog or other pet or domesticated animal to commit any of the following acts:
 - to bite, disturb, or harass any park or cemetery user, wildlife, or other animals.
 - b. to bark or make noise continuously or with such frequency or volume as to disturb the peace and tranquility of the park or cemetery.
 - c. to damage, destroy or remove park or cemetery vegetation.

(Ord. No. 773, § 5, 8-24-2011)

12.16.060 Horses and other quadrupeds prohibited.

Horses and other quadrupeds are not permitted in any park or cemetery at any time except with the written permission of the director or within areas specifically designated for such use.

(Ord. No. 773, § 6, 8-24-2011)

12.16.070 Selling refreshments or merchandise prohibited.

It is unlawful to sell refreshments, merchandise, or any other thing in any park or cemetery without the prior written consent of the director or without a valid concession contract with the city and being the holder of such other licenses and permits as are required by any applicable state law or city ordinance.

(Ord. No. 773, § 7, 8-24-2011)

12.16.080 Soliciting prohibited.

Except as may be specifically provided by law, no person shall solicit contributions for himself or others in any park or cemetery.

(Ord. No. 773, § 8, 8-24-2011)

12.16.090 Use by groups or assemblies.

Parks and associated facilities shall be available for any person, group, or assembly on a first come, first served basis, subject to priority use through a supplemental park permit issued by the director or for classes, special events, public forums, or athletic programs as determined by the director.

(Ord. No. 773, § 9, 8-24-2011)

12.16.100 Vehicle and animal use restricted.

- 1. It is unlawful to operate, ride, or drive any wheeled device, sled, vehicle, or animal over, across, or through any park or cemetery, except along designated paths, drives, or streets, provided however, motorized devices are restricted solely to streets, parking lots, and drives.
- 2. It is unlawful to operate, ride, or drive any wheeled device, vehicle, or animal at a speed in excess of five miles per hour in any park or cemetery unless a different speed limit is posted.
- 3. It is unlawful to stand or park any vehicle except where so designated and posted. It is unlawful to use or operate vehicles in any portion of a park devoted to skateboards.
- 4. No device, referred to generically as "toy wheels", shall be utilized in an area in which their use is specifically prohibited. For purposes of this section, a "toy wheel" shall include, but is not limited to, skateboards, roller blades, roller skates, scooters, bicycles, and similar wheeled devices.
- 5. The restrictions imposed pursuant this section shall not apply to such wheeled items as carriages for infants, children's wagons, and similar items nor, as to use in a park, to snow sleds intended for individual use so long as such utilization does not harm park property.

(Ord. No. 773, § 10, 8-24-2011)

12.16.110 Camping prohibited.

It is unlawful to camp in any cemetery nor shall any camping be allowed in any park except at places within a park so designated and posted and with the prior written approval of the director.

(Ord. No. 773, § 11, 8-24-2011)

12.16.120 Golf prohibited.

Golf activities shall not be permitted in any cemetery nor in any park unless a supplemental park permit or the written consent of the director is obtained prior to commencement of the activity.

(Ord. No. 773, § 12, 8-24-2011)

12.16.130 Endangering persons or property prohibited.

It is unlawful to knowingly hurl or propel any object or to take any physical action in any park or cemetery which endangers or is likely to endanger any persons or property or interfere with park or cemetery purposes: Provided that, this prohibition shall not apply if such action occurs as an anticipated element of any authorized event. This shall include baseball games, soccer games, and similar events.

(Ord. No. 773, § 13, 8-24-2011)

12.16.140 Fires prohibited.

It is unlawful to build or have any fire in any cemetery or in any park except where so designated and posted. Appliances such as portable grills, barbecues, or hibachis are permitted in parks so long as they do not otherwise violate any section of this chapter nor any chapter of this code. In recognition of the possible hazard resulting from such action, no ash or similar by-product resulting from the permitted use of such an appliance shall be deposited in any garbage receptacle maintained within a park or cemetery nor otherwise disposed of within a park or cemetery.

(Ord. No. 773, § 14, 8-24-2011)

12.16.150 Fireworks prohibited.

It is unlawful in any park or cemetery to use, exhibit, display, or possess any fireworks or common fireworks as those terms are defined in this code unless authorized by the director and so long as any necessary permit has been obtained from all governmental agencies having jurisdiction over such actions.

(Ord. No. 773, § 15, 8-24-2011)

12.16.160 Sound-amplifying devices.

- 1. Except as authorized by use agreement or by the prior written permission of the director, or except as necessary for the preservation of public peace or safety, it is unlawful to use any public address system, loudspeaker, or other sound amplifying device in any park or cemetery other than in compliance with subsection (2) of this section. This section shall not apply to such instruments utilized during the ordinary course of a funeral ceremony.
- 2. Unless operated by a user during the course of an activity of which the director has authorized such use, no person shall use, operate, or play in any park a radio, tape player, disc player, television, musical instrument, record player, or any other machine or device capable of producing sound (1) without the use of headphones or a similar personal listening device or (2) at a volume level where discernible noise can be heard more than ten feet from the device or (3) in such a manner as violates any other provision of this code.

(Ord. No. 773, § 16, 8-24-2011)

12.16.170 Intoxicating liquor prohibited.

It is unlawful to possess a container of any alcoholic beverage, whether opened or unopened, while in any park or cemetery or in any publicly owned parking area associated with a park or cemetery. For purposes of this section, possession means having a container within one's immediate reach or control and not secured in a location such as a vehicle's trunk or storage compartment.

(Ord. No. 773, § 17, 8-24-2011)

12.16.180 Littering—Trash deposit.

It is unlawful to commit any of the following acts:

A. Throw or deposit any refuse or other material in any park or cemetery, including, but not limited to, any artificial surfaces, play fields, or picnic areas, except in designated receptacles; or

- B. To take garbage or refuse to a park or cemetery for disposal; or
- C. To deposit garbage or refuse generated outside a park or cemetery in a receptacle provided for deposit of trash by the public using the park or cemetery or in any publicly owned parking area associated with a park or cemetery.
- D. To violate the provisions of Section 12.16.140 by the deposit of any ash or similar by-product in any receptacle.

(Ord. No. 773, § 18, 8-24-2011)

12.16.190 Park or cemetery hours, areas of restricted occupancy, & right to prohibit continued use.

- 1. Park or cemeteries are open to the public daily from six thirty a.m. to ten p.m. unless other hours are posted at the entrances to a park or cemetery.
- 2. The director shall have the following authority:
 - a. To make and enforce special park or cemetery closure hours for specific areas within them if the director determines that such special closure hours are necessary or appropriate to protect public property or public safety, to prevent public nuisances, or to prevent breaches of the peace.
 - b. In the director's sole discretion, to permit special hours of utilization by written authorization in the course of utilization for special events, sport leagues, and tournaments so long as the applicant submits a written request no less than one week prior to the intended date or dates of utilization. The request shall contain such information as may be required by the director. If the director authorizes the utilization, it shall be the responsibility of the applicant to provide written notice of such authorization to each residence which abuts the park or cemetery to be utilized. If the residence is an apartment building, notification to the manager of the building shall be deemed adequate notice.
- 3. It is unlawful for any person to enter or remain in a closed park or cemetery unless permitted and authorized in advance by the director.
- 4. No person except an authorized city employee or other person duly authorized pursuant to law shall enter or go upon or into any park or cemetery area which has been posted as a "no admittance" or "no trespassing" area, or at a time a park or cemetery is closed to the public.
- 5. The misuse of a park or cemetery facility, the failure to conform with any of the provisions of this chapter, or the failure or refusal to comply with the directions of city employees shall be good cause for requiring the individual to exit the park or cemetery and to prohibit the individual from reentering the park or cemetery in the future.
- 6. Any person violating this section is guilty of a misdemeanor and upon conviction shall be subject to punishment as provided in Section 12.16.210 of this chapter.

(Ord. No. 773, § 19, 8-24-2011)

12.16.200 Skateboard park areas.

To the extent that any area of a park is now or may hereafter be devoted to skateboards, its use shall be governed by rules promulgated by the director, and as may be posted at the entrance to the skateboard area. A violation of any such rules, whether or not posted, shall be a violation of this chapter.

(Ord. No. 773, § 20, 8-24-2011)

12.16.210 User's failure to follow park or cemetery rules—Penalties and prohibition from reentry.

- 1. Fiscal Penalties. Any violation of or any failure to comply with any of the provisions of this chapter which is not defined as a criminal law violation by the municipal code or state law and for which no penalty is otherwise specified by the municipal code or state law shall constitute a civil infraction as contemplated by RCW 7.80.120. Any person found to have committed such a violation may be punished by a civil fine or forfeiture in any sum not exceeding two hundred fifty dollars shall apply:
 - a. Initial Infraction within any twenty-four calendar month period: Monetary penalty of fifty dollars;
 - b. Second Infraction within any twenty-four calendar month period: Monetary penalty of one hundred dollars;
 - c. Third Infraction within any twenty-four calendar month period: Monetary penalty of one hundred fifty dollars;
 - d. Fourth and subsequent violation within any twenty-four calendar month period: Monetary penalty of two hundred fifty dollars.

2. Prohibition from Reentry.

- a. Any person who is either sentenced pursuant to subsection (1)d. of this section or who, regardless of the violator's prior history, is found by the director to have committed an act or acts which created or resulted in an unreasonable risk to safety of persons or property may be forbidden from reentering the premises of a park or cemetery or its associated public parking areas. The written order prohibiting reentry shall set forth in reasonable detail the reasons for the prohibition and may be for such period as the director deems appropriate and shall be served upon the violator. In the event that attempts to serve the order are unsuccessful, a record of the efforts shall be maintained in the records of the city and the name of the individual may be posted at the entry of the city's parks or cemetery upon a document setting forth a listing of any individual subject to such order.
- b. Any person who is the subject of an order issued pursuant to this subsection (2) shall have the right to appeal that order to the city council in writing within ten calendar days of the service of the order upon the person. The notice of appeal shall be filed in the office of the clerk-treasurer and set forth the name and contact information for the appellant, as well the grounds for the appeal. The council, after giving written notice to the individual at the address provided in the notice of appeal, shall set a date upon which the appeal shall be heard. The council may hear such testimony and accept such exhibits as its deems appropriate and issue a written decision with findings. That decision shall be final.

By written resolution, the council may delegate the duty and authority it possesses under this sub-paragraph to the hearing examiner.

(Ord. No. 773, § 21, 8-24-2011)

12.16.220. Authority to promulgate regulations.

The director shall be and is hereby authorized to promulgate such written rules and regulations as may be deemed reasonably necessary and appropriate to implement and administer the provisions of this chapter. Prior to its effectiveness, any proposed rule or regulation shall be submitted to the city council and mayor for review. To the extent not disapproved, such rule or regulation shall go into effect upon the thirtieth day following the first council meeting at which they are presented to the mayor and council in a written form: Provided that the council

specifically reserves to itself the right (a) to suspend such proposed rule or regulation, (b) authorize its immediate effectiveness, or (c) reject, modify, or supplement such proposed regulations.

(Ord. No. 773, § 22, 8-24-2011)

12.16.230. Definitions.

For purposes of this chapter, the following definitions shall apply:

- A. Park. Any land, whether with or without improvements, owned by the city and made available to the public for recreational uses.
- B. Cemetery. Any property owned by the city and meeting one, or a combination of more than one, of the following criteria, in a place used, or intended to be used for the placement of human remains and dedicated, for cemetery purposes:
 - Burial park, for earth interments;
 - 2. Mausoleum, for crypt interments;
 - 3. Columbarium, for permanent niche interments; or
 - 4. Any burial site, burial grounds, or place where five or more human remains are buried.

Unless a cemetery is designated as a parcel of land identifiable and unique as a cemetery within the records of the county assessor, a cemetery's boundaries shall be a minimum of ten feet in any direction from any burials therein.

(Ord. No. 773, § 23, 8-24-2011)

12.16.240. Authorization and consent for activities—Procedure—Appeal of decision.

When consent or authorization is required prior to the undertaking of an activity specified under the provisions of this chapter, that consent or authorization shall be sought as follows:

- A. A request shall be directed in writing to the director of public works, detailing with adequate specificity the activity sought to be permitted. Upon receipt of such a request, the designated official shall undertake consideration as to the appropriateness of authorizing the activity. If in the designated official's opinion and discretion it is deemed necessary to obtain additional information, such request for information shall be responded to by the applicant. In making the determination, the designated official shall consider such factors as may be deemed necessary and appropriate, including but not limited to the impact of the requested utilization upon the use by the facility by other citizens; the demands that may be placed upon public services by the anticipated activity; prior experience or history of the applicant in undertaking similar activities; prior history or experience of the city in the allowance of such similar activities; and such other factors relating to public health, safety, and welfare as may be articulated. The decision of the designated official shall be in writing and rendered in a reasonably timely manner after application.
- B. If any person is aggrieved by the decision of the responsible official whether to grant or deny a request, that person may appeal the decision of the responsible official to the city council, which shall hear the matter at its next regular session or at such other time as it may deem appropriate. The council, after receiving such information as it deems necessary and appropriate, may either affirm, reverse, or modify the responsible official's decision. The decision of the council shall be final.

(Ord. No. 773, § 24, 8-24-2011)



Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: August 4, 2021- For August 11th Council Meeting

Subject: Fireworks Discussion

RECOMMENDATION

Please review and provide feedback as necessary.

BACKGROUND

At the July 14th meeting, there was discussion on Fireworks. I have attached MRSC information on Fireworks, our Ordinance 589, and our municipal code about Fireworks for your review. Staff would like direction on what changes, if any, you would like to see.

For a little history, in June of 1960, an ordinance was passed that prohibited selling, exploding or have possession of any firework. That ordinance was repealed in September of 1962 and the City followed State RCW 77 up until our current ordinance went in effect in June of 1992.



Fireworks Regulation in Washington State

This page provides an overview of the authority of local governments in Washington State to regulate fireworks, including relevant state laws, permitting and licensing, dates and times that fireworks may be sold or discharged, emergency fireworks bans, and examples of local ordinances and advisory votes.

Overview

State law governs the regulation of fireworks, including what fireworks are legal, licensing for public fireworks displays and for fireworks sellers, and when fireworks may be discharged.

However, it leaves some room for local regulation, such as when fireworks may be sold or discharged. Cities and counties may even prohibit the sale and discharge of fireworks entirely.

Any local fireworks ordinances that are more restrictive than state law may not take effect until at least one year after adoption. However, some jurisdictions have also implemented emergency fireworks bans during times of high fire danger.

Statutes and Legal References

The Washington State Patrol enforces the state fireworks laws:

- Ch. 70.77 RCW State Fireworks Law
- Ch. 212-17 WAC Administrative regulations adopted by the State Patrol

Permitting and Licensing

State License

A license issued by the State Patrol is required for:

- Wholesale and/or retail fireworks sales, manufacturing, or importing (RCW 70.77.315).
- Possession or use of fireworks, other than consumer fireworks lawfully purchased at retail (<u>RCW 70.77.255(4)</u> and <u>RCW 70.77.315</u>).
- Public display of fireworks (including those put on by local governments). A "public display of fireworks" is defined.
 by <u>RCW 70.77.160</u> as "an entertainment feature where the public is or could be admitted or allowed to view t

display or discharge of display fireworks."

Item 6.

There are licensing exceptions for the purchase and use of certain agricultural and wildlife fireworks by govel mineral agencies and for the purchase of consumer fireworks by religious or private organizations for "religious or specific purposes," provided a permit is obtained from the local fire official (<u>RCW 70.77.311</u>).

Local Permit

In addition to obtaining a the state license, <u>RCW 70.77.260(1)</u> instructs anyone wishing to manufacture, import, sell, or transport fireworks must also obtain a local permit issued by a city or county (as the case may be) prior to carrying out these activities.

An application is to be made to the local fire official (<u>RCW 70.77.260</u>), who submits a report of findings and a recommendation for or against the issuance of the permit, together with reasons, to the governing body (<u>RCW 70.77.265</u>). The governing body, or a person designated by the governing body, must grant the permit if it meets state standards and any standards that may be adopted by local ordinance (<u>RCW 70.77.270</u>). The governing body must complete this process:

- by June 10, or no less than 30 days after receipt of an application, whichever date occurs first, for sales commencing on June 28 and on December 27; or
- by December 10, or no less than 30 days after receipt of an application, whichever date occurs first, for sales commencing only on December 27 (RCW 70.77.270).

If the application is for a public display permit, only the city or county governing body (but not a designee) may grant the permit, based on an investigation by the local fire official (RCW 70.77.280).

Cities and counties may impose fees for fireworks retail sales and displays sufficient to cover all legitimate costs, up to the maximum amounts prescribed by <u>RCW 70.77.555</u>.

Prohibited Types of Fireworks

RCW 70.77.401 prohibits the sale of, or offer to sell, the following types of fireworks:

[C]consumer fireworks which are classified as sky rockets, or missile-type rockets, firecrackers, salutes, or chasers as defined by the United States department of transportation and the federal consumer products safety commission except as provided in RCW 70.77.311.

The Washington State Fire Marshal's Office has two handouts that can assist in the identification of legal and illegal fireworks:

- Legal Consumer Fireworks for Sale in Tents and Stands per RCW 70.77.136
- Illegal Fireworks and Illegal Explosive Devices

In a similar vein, the City of Snoqualmie produced <u>a handout</u> showing which fireworks are considered illegal within city limits.

RCW 70.77.395 sets the allowable times for sale or discharge of fireworks.

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DATE	MAY BE SOLD/PURCHASED	MAY BE USED/DISCHARGED
June 28	Noon – 11 pm	Noon – 11 pm
June 29 – July 3	9 am – 11 pm	9 am - 11 pm
July 4	9 am - 11 pm	9 am – Midnight
July 5	9 am - 11 pm	9 am - 11 pm
December 27 – 30	Noon – 11 pm	May not be discharged
December 31	Noon – 11 pm	6 pm - 1 am (January 1)

Note: Does not apply to tribal lands. City/county regulations may be more restrictive or prohibit fireworks entirely but may not be less restrictive.

Fireworks may be sold and purchased on the following dates and times:

- June 28: 12:00—11:00 p.m.
- June 29—July 4: 9:00 a.m.—11:00 p.m.
- July 5: 9:00 a.m.—9:00 p.m.
- December 27—31: 12:00—11:00 p.m.

Fireworks may be used and discharged on the following dates and times:

- June 28: 12:00—11:00 p.m.
- June 29-July 3: 9:00 a.m.-11:00 p.m.
- July 4: 9:00 a.m.—12:00 a.m. on July 5.
- July 5: 9:00 a.m.—11:00 p.m.
- December 31: 6:00 p.m.—1:00 a.m. on January 1

Cities and counties may, by ordinance, further restrict the days and times when fireworks may be sold and discharged, or even prohibit the sale and discharge of fireworks entirely.

However, any such ordinance further restricting when fireworks may be sold or discharged, or which prohibits their sale and discharge, may not take effect until at least one year after adoption, per RCW 70.77.250(4).

Examples of Local Ordinances

Below are selected examples of cities or counties that have adopted ordinances that are more restrictive than state fireworks laws, including those that ban fireworks entirely.

This is not a comprehensive list and is meant to provide policy examples only. The Washington State Fire Marshal's Office used to maintain a list of cities and counties with fireworks restrictions and bans but has discontinued that list.

Examples of Codes that Vary Use/Discharge Times from State Law

• Clark County Code Ch. 5.28 – Use permitted June 28 at noon until July 4 at midnight.

- <u>Douglas County Code Ch. 8.20</u> Discharge allowed between 1:00—11:59 p.m. on July 3 and July 4, and from 6:00 p.m. on December 31 to 1:00 a.m. on January 1.
- Puyallup Municipal Code Ch. 16.20 Discharge restricted to between 9:00 a.m.—11:00 p.m. on July 4.
- <u>Walla Walla Municipal Code Ch. 8.09</u> May be discharged between 9:00 a.m. on July 4 to 12:00 a.m. on July 5, and from 6:00 p.m. on December 31 to 1:00 a.m. on January 1.

Examples of Codes that Prohibit Fireworks (with some Exceptions)

The following ordinances prohibit fireworks entirely with exceptions such as public displays, religious activities, private events, and agricultural and wildlife uses.

- <u>Chelan Municipal Code Ch. 8.10</u> Establishes different penalties for unlawful possession of fireworks based on the weight of the fireworks seized.
- <u>Franklin County Code Ch. 8.04</u> Includes a provision for the seizure of any fireworks found in violation of the code.
- Kirkland Municipal Code Ch. 11.60 Includes detailed minimum standards and conditions for public displays.
- <u>Langley Municipal Code Ch. 9.05</u> Prohibits fireworks and sky lanterns, with exceptions for authorized public displays, religious or private organizations as provided in <u>RCW 70.77.311(2)</u>, and special effects for entertainment media pursuant to <u>RCW 70.77.535</u>.

Advisory Votes

Some jurisdictions have used nonbinding advisory votes to get citizen input on whether or not to ban consumer fireworks. For recent examples, see our <u>Local Ballot Measure Database</u>. (Click "Search by Keyword" and type "fireworks".)

- <u>Covington Resolution No. 2019-09</u> (2019) Submitting advisory proposition on whether to ban the sale, possession, and discharge of consumer fireworks at all times
- <u>Snohomish County Ordinance No. 19-039</u> (2019) Submitting advisory proposition on whether to prohibit consumer fireworks in the unincorporated urban growth areas

Emergency Fireworks Bans

It is not clear whether local governments have the authority to impose an immediate fireworks ban during periods of high fire danger.

Some jurisdictions have adopted ordinances, effective after the statutory one-year waiting period in <u>RCW 70.77.250(4)</u>, that authorize specific officials (such as the mayor, county executive, sheriff, or fire marshal) to prohibit fireworks during emergency conditions such as high fire danger. In addition, it can be argued that <u>RCW 70.77.250(4)</u> does not impact the ability of local governments to adopt emergency restrictions or bans in response to extreme heat, drought, or other circumstances that would make the discharge of fireworks unreasonably dangerous.

There is no clear law either way on this question, so local governments will need to evaluate the possible legal risks of enacting an emergency measure that restricts or bans the discharge of fireworks.

Below are examples of jurisdictions that have implemented emergency measures.

Item 6.

- <u>Camas Ordinance No. 15-O15</u> (2015) Allows the mayor, after consulting with the fire chief, fire marshals, a
 other officials, to prohibit the discharge of fireworks during periods of extreme fire danger.
- <u>Kittitas County Ordinance No. 2016-005</u> Allows the fire marshal to impose an emergency fireworks ban when fire danger exceeds specific criteria.
- <u>Leavenworth Municipal Code Sec. 8.36.160</u> Allows the fire official to prohibit the discharge of fireworks during periods of extreme fire danger.
 - Resolution No. 7-2015 (2015) Declaring an emergency due to extreme fire danger and authorizing the fire
 district chief (city is annexed) to alert the public and prohibit the sale/use of fireworks within the city for the rest
 of the calendar year until the fire official and council terminate the emergency.
- Mercer Island City Code Sec. 8.35.040 Local fire official may prohibit fireworks during periods of extreme fire danger
 - <u>Emergency Order Prohibiting Discharge of Fireworks</u> (2021) Order from fire chief and city manager temporarily banning fireworks due to extreme fire danger; clearly states that the emergency authorization in Sec. 8.35.040 was adopted in accordance with RCW 70.77.250(4)
- North Bend Executive Order No. 21-O1 (2021) Mayor's executive order declaring an emergency due to extreme fire danger resulting from prolonged heat wave and temporarily prohibiting all aerial fireworks. Provides exceptions for small fireworks on July 4, if they are discharged a safe distance from combustible materials.
- <u>Poulsbo Municipal Code Sec. 8.20.275</u> If Kitsap County has a burn ban in place, this code allows the fire chief to prohibit fireworks during periods of extreme fire danger.
- <u>Thurston County Code Sec. 6.68.057</u> County manager, after consulting with fire marshal or other appropriate officials, may prohibit fireworks discharge during periods of extreme fire danger; ban must be in place one day prior to the date consumer fireworks may be legally sold
- <u>Whatcom County Code Sec. 5.20.105</u> Allows the county executive (in coordination with the fire marshal and sheriff) to prohibit the discharge of private fireworks if/when the county issues a ban on outdoor burning or extenuating emergency conditions exist.

Last Modified: July 14, 2021

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RCW 70.77.250

Chief of the Washington state patrol to enforce and administer—Powers and duties.

- (1) The chief of the Washington state patrol, through the director of fire protection, shall enforce and administer this chapter.
- (2) The chief of the Washington state patrol, through the director of fire protection, shall appoint such deputies and employees as may be necessary and required to carry out the provisions of this chapter.
- (3) The chief of the Washington state patrol, through the director of fire protection, shall adopt those rules relating to fireworks as are necessary for the implementation of this chapter.
- (4) The chief of the Washington state patrol, through the director of fire protection, shall adopt those rules as are necessary to ensure statewide minimum standards for the enforcement of this chapter. Counties and cities shall comply with these state rules. Any ordinances adopted by a county or city that are more restrictive than state law shall have an effective date no sooner than one year after their adoption.
- (5) The chief of the Washington state patrol, through the director of fire protection, may exercise the necessary police powers to enforce the criminal provisions of this chapter. This grant of police powers does not prevent any other state agency and city, county, or local government agency having general law enforcement powers from enforcing this chapter within the jurisdiction of the agency and city, county, or local government.
- (6) The chief of the Washington state patrol, through the director of fire protection, shall adopt rules necessary to enforce the civil penalty provisions for the violations of this chapter. A civil penalty under this subsection may not exceed one thousand dollars per day for each violation and is subject to the procedural requirements under RCW 70.77.252.
- (7) The chief of the Washington state patrol, through the director of fire protection, may investigate or cause to be investigated all fires resulting, or suspected of resulting, from the use of fireworks.

[2002 c 370 § 19; 1997 c 182 § 5. Prior: 1995 c 369 § 45; 1995 c 61 § 12; 1986 c 266 § 100; 1984 c 249 § 7; 1982 c 230 § 12; 1961 c 228 § 27.]

ORDINANCE NO. 589

AN ORDINANCE IN RELATION TO FIREWORKS, ADDING A NEW SECTION TO CHAPTER 8.04, M.M.C.; AMENDING SECTION I OF ORDINANCE 206 AND SECTION 8.04.010, M.M.C.

RECITALS:

- 1. The manufacture, sale, and use of fireworks is regulated on a statewide basis by R.C.W. 70.77.
- 2. The Mayor and Council desire to utilize the authority granted by that Chapter so as to better protect the public interest, health, and safety.
- 3. Utilization of fireworks, as that term is defined in R.C.W. 70.77.126, as now existing or hereafter amended, is a matter of significant public concern as a result of potential impacts upon the safety and peace of the citizens of the City of McCleary, the domesticated animals owned by the citizens, as well as the danger to the property arising out of the inherent danger of starting of fires.

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

SECTION 1: Section I of Ordinance 206 and Section 8.04.010, M.M.C., are each amended to read as follows:

The City adopts by reference the provisions of Chapter 70.77 R.C.W. as now existing or hereafter amended to the extent they are not inconsistent with the other provisions of this Chapter ((Chapter 228, Laws of 1961 (R.C.W. 70.77))).

SECTION II: There is added to Chapter 8.04 a new Section to read as follows:

It shall be unlawful for any person to ignite, discharge, use, or explode any common fireworks on

any public property or rights-of-way and they shall be exploded only upon real property with the permission of or by the owner.

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

D. GARY DENT, Mayor

ATTEST:

DONNIE ROSTEDT, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

STATE OF WASHINGTON

: ss.

)

GRAYS HARBOR COUNTY)

I, DONNIE ROSTEDT, 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.

DONNIE POSTEDT

SIGNED AND SWORN to before me this _______ day of _______, 1992, by DONNIE ROSTEDT.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, Residing at: McClearly My appointment expires: 10-1-92

ORDINANCE - A - 2 6/11/92

Chapter 8.04 FIREWORKS

Sections:

8.04.010 Provisions adopted by reference.

The city adopts by reference the provisions of RCW Chapter 70.77 as now existing or hereafter amended to the extent they are not inconsistent with the other provisions of this chapter.

(Ord. 589 § 1, 1992: Ord. 206 § 1, 1962)

8.04.020 Fireworks discharge restrictions.

It shall be unlawful for any person to ignite, discharge, use or explode any common fireworks on any public property or rights-of-way and they shall be exploded only upon real property with the permission of the owner.

(Ord. 589 § 2, 1992)

12.16.150 Fireworks prohibited.

It is unlawful in any park or cemetery to use, exhibit, display, or possess any fireworks or common fireworks as those terms are defined in this code unless authorized by the director and so long as any necessary permit has been obtained from all governmental agencies having jurisdiction over such actions.

(Ord. No. 773, § 15, 8-24-2011)

INTERAGENCY DATA SHARING AGREEMENT

Between

City of McCleary

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between City of McCleary hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW and 43.09 RCW.

AGENCY PROVIDING DATA: Agency

Agency Name: City of McCleary

Contact Name: Wendy Collins
Title: Clerk-Treasurer

Address: 100 S 3rd

McCleary, WA 98557

Phone: (360) 495-3667

E-mail: wendyc@cityofmccleary.com

AGENCY RECEIVING DATA: SAO

Agency Name: Office of the Washington State Auditor

Contact Name: Bryson Bristol

Title: Program Manager

Address: 3200 Sunset Way SE Olympia, WA 98504

Phone: (564) 999-0880

E-mail: Bryson.Bristol@sao.wa.gov

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141.10) in the handling of information considered confidential.

2. DEFINITIONS

"Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

"Data Access" refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

"Data Transmission" refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

"Data Storage" refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

"Data Encryption" refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

"Personal Information" means information defined in RCW 42.56.590(10).

3. PERIOD OF AGREEMENT

This agreement shall begin on May 24, 2021, or date of execution, whichever is later, and end on May 23, 2024, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING

SAO is the auditor of all public accounts in Washington State. SAO's authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. <u>DESCRIPTION OF DATA TO BE SHARED</u>

The data to be shared includes information and data related to financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA ACCESS

If desired, with the Agency's permission, the Agency can provide direct, read-only access into its system. SAO will limit access to the system to employees who need access in support of the audit(s). SAO agrees to notify the agency when access is no longer needed.

7. DATA TRANSMISSION

Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

8. <u>DATA STORAGE AND HANDLING REQUIREMENTS</u>

Agency will notify SAO if they are providing confidential data. All confidential data provided by Agency will be stored with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

9. INTENDED USE OF DATA

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09.

10. CONSTRAINTS ON USE OF DATA

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09.

11. SECURITY OF DATA

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

12. NON-DISCLOSURE OF DATA

SAO staff shall not disclose, in whole or in part, the data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.
- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

13. OVERSIGHT

The SAO agrees that Agency will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

14. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agreement Administrator named on Page 1. However, once data is accessed by the SAO, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

15. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

16. GOVERNANCE

a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the DSA Agreement between Agency and SAO Agency DSA: 21-01

- other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

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The signatures below indicate agreement between the parties.

Agency		Office of the Washin	Office of the Washington State Auditor	
			D .	
Signature	Date	Signature	Date	
Title:		Title:		



Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: August 4, 2021- For August 11th Council Meeting

Subject: Cell Tower Lease Draft

RECOMMENDATION

Please review and provide feedback as necessary.

BACKGROUND

US Cellular has reached out to work on renewing their cell site lease that is located at our City Reservoir site. The ground lease expires 9/30/2023. Provided is the draft lease for review and the original lease that was signed. This has been reviewed by the City Attorney and found to be a typical cell tower lease agreement.

GROUND LEASE

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

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

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

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

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

1. Option to Lease.

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

Approximate dimensions: 70' x 70'

Approximate square footage: 4,900

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

- 2. Grant of Easements. Landlord hereby grants to Tenant an access easement twenty (20) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access Easement") and a utility easement ten (10) feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to,
 - a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels.
 - b. The right to improve an access road within the Access Easement Parcel,
 - c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Utility Easement Parcel,

d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of

- (i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and
- (ii) Improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and
- e. The right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and the Easement Parcels are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement, such grants not to be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.
- 3. <u>Use of the Premises</u>. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.
- 4. <u>Term of Lease</u>. The initial Lease term will be five (5) years (the "Initial Term"), commencing upon October 1, 2023 (the "Commencement Date") and terminating at midnight on the day in which the fifth (5th) anniversary of the Commencement Date falls.
- 5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to twenty (20) additional terms of five (5) years each (each, a "Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or any Renewal Term.
- 6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Termination Date"). The Indemnification obligations of each party contained in Section 12 and Tenant's requirement to remove improvements as provided in Section 20 shall survive termination of the Lease.
- 7. Rent. Tenant shall pay Rent to Landlord in the amount of one thousand one hundred seventy dollars (\$1,170.00) per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month.

Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.

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

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

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

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, including maintenance of the access road only to the extent needed for use by for four wheel drive vehicles, and, if applicable, snow removal if Tenant has exclusive control over its access road. Tenant may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Landlord will maintain the areas surrounding Tenant's Premises. Landlord's maintenance shall include, but is not limited to, if applicable, snow removal if all of or part of the Access Easement is shared between the parties.

12. Mutual Indemnification.

a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from

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

13. Insurance.

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

liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.

- 14. <u>Default</u>. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.
- 15. <u>Compliance with Laws</u>. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
- 16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.
- 17. <u>Subleasing</u>. Tenant shall have the unreserved and unqualified right to sublet or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent.
- 18. Right of First Refusal. Tenant (or its successor in interest, assignee or designee) shall have a right of first refusal ("Right of First Refusal") to purchase (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord may seek to transfer (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept ("Offer"). If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting such Offer, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and the terms and conditions upon which Landlord proposes to transfer Landlord's Interest (collectively, the "Right of First Refusal Notice"). Tenant shall have forty-five (45) days from the receipt of such notice to agree to purchase Landlord's Interest for the price and upon the terms and conditions specified in the Offer ("Tenant Approval Period").

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

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

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

20. <u>Removal of Improvements</u>. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground Improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground Improvements.

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

after deposit with an overnight delivery service), on the date the receipt is refused, or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: USCOC of Washington-4, Inc.

Attention: Real Estate Lease Administration

8410 West Bryn Mawr Avenue

Chicago, Illinois 60631 Phone: 1-866-573-4544

LANDLORD: City of McCleary

100 S. Third St.

McCleary, WA 98557 Phone: (360) 495-3667

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

33. <u>Holdover</u>. In the event Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either Landlord or Tenant with thirty (30) day notice before the end of the first year to year tenancy. Tenant shall pay, as Rent, during such holdover, a rent equal to one hundred-ten percent (110%) of the Rent payable immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the Landlord and Tenant are diligently working on the renewal and/or extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease.

- 34. <u>Headings</u>. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
- 35. <u>Invalidity of Particular Provision</u>. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
- 36. <u>Remedies.</u> The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.
- 37. <u>Errors and Omissions.</u> Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Ground Lease.
- 38. <u>Non-Binding Until Full Execution</u>. Both parties agree that this Lease is not binding on either party until both parties execute the Lease.
- 39. <u>Electronic Reproductions</u>. The Parties agree that a scanned or electronically reproduced copy or image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

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

LANDLORD: City of McCleary	TENANT: USCOC of Washington-4, Inc.		
Ву:	By:		
Printed:			
Title:	Title: Vice President		
Date:	Date:		

STATE OF)	
COUNTY OF))	
I, the undersigned, a notary public in	y) signed the said Lease as (his) (her) (the	s) (is) (are) person and
Given under my hand and seal this	day of, 20	
N .	D 11'	
Not	ary Public	
My	commission expires	
STATE OF ILLINOIS))	
COUNTY OF COOK)	
I, the undersigned, a notary public in certify that Inc., known to me to be the same person w Lease, appeared before me this day in person he signed the said Lease as his free and volunt and purposes therein stated.	whose name is subscribed to the foregoin and acknowledged that, pursuant to his	shington-4, ng Ground s authority,
Given under my hand and seal this	day of, 20	·•
Not	ary Public	
My	commission expires	

Exhibit A

Legal Descriptions

(to be added after survey)

Exhibit B

Site Plan

(to be added after survey)

Site Name: City of McCleary

Site No. 378314

GROUND LEASE

This Lease is made and entered into as of the <u>18</u> day of January, 2003, by and between City of McCleary, Washington, 100 S. 3rd St., McCleary, Washington 98557, hereinafter referred to as (hereinafter referred to as "Landlord"), and USCOC of Washington-4, Inc., a Delaware corporation, doing business as *U. S. Cellular®*, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 (hereinafter referred to as "Tenant").

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

1. Option to Lease. (a) Landlord hereby grants to Tenant an option ("the Option") to lease from Landlord the following described Leasehold Parcel:

Approximate dimensions: 70' by 70'

Approximate acreage: .057 acres

Location: a parcel of land of the above dimensions, located on the Landlord's property in the Northwest Quarter of Section 13, Township 18, Range 5 of the Willamette Meridian in the County of Gray's Harbor, State of Washington, parcel number 618051321004.

(collectively the "Leasehold Parcel") together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Landlord's property. The exact location of the Leasehold Parcel will be determined by a legal survey.

During the Option period and any extension thereof, and during the term of this (b) Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection. Any testing that would disturb

the surface of the site or impinge upon any improvements existing upon the site shall be submitted to Landlord in advance for approval. Such approval shall not be unreasonably withheld or delayed.

- (c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of \$800.00 upon execution of this Agreement. The Option will be for an initial term of TWELVE months (the "Initial Option Term") and may be renewed by Tenant for an additional six months upon written notification to Landlord and the payment of an additional \$800.00 no later than thirty (30) days prior to the expiration date of the Initial Option Term.
- (d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Leasehold Parcel to the Tenant subject to the following terms and conditions.
- 2. <u>Grant of Easement Parcel(s)</u>. Landlord hereby grants to Tenant an Access easement 20 feet in width from the Leasehold Parcel to the nearest accessible public right-of-way and a Utility easement 10 feet in width to the nearest suitable utility company-approved service connection points. As further described in Exhibit "A" attached hereto and incorporated herein. Landlord agrees to make such direct grants of easement as the utility companies may require.
- 3. Grant of Easement Rights. To effect the purposes of this Lease, Landlord hereby grants to Tenant the following Easement Rights: (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels; (b) the right to improve an access road within the Access Easement Parcel; (c) the right to place utility lines and related infrastructure within the Utilities Easement Parcel; (d) the right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of installing, repairing, replacing, and removing the leasehold improvements (the "Improvements") and any other personal property of Tenant upon the Leasehold Parcel and improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and Easement Parcels are collectively referred to herein as the "Premises."
- 4. <u>Survey / Site Plan</u>. Tenant may, at Tenant's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease. In the exercise of its access rights, Tenant shall take such steps as to maintain control of access to the site, including closing and locking of any gates, which may be placed surrounding the site.
- 5. <u>Use of the Premises</u>. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage. Tenant shall have unlimited access to the site.

- 6. Term of Lease. In the event Tenant exercises the Option, the initial lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the 5th annual anniversary of the Commencement Date occurred.
- 7. Option to Renew. The term of this lease shall automatically extend for up to three (3) additional terms of five (5) years each, upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the lease at least sixty (60) days before the expiration of the term then present at the time of such notice.
- 8. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving written notice to Landlord of Tenant's exercise of this option and paying Landlord Six (6) months rent at the rate then in effect as liquidated damages.
- 9. <u>Base Rent</u>. Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of \$800.00 per month, which shall be due when construction begins and then regularly thereafter on the first day of each calendar month. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial month.
- 10. Adjusted Rent. On every one year anniversary of the commencement date of the term of this Lease, and throughout the duration hereof as renewed and extended, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the term of this Lease commenced. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100, (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be used.
- 11. <u>Possession of Premises</u>. Tenant shall not be entitled to take possession of the Premises and commence work to construct the Improvements until Tenant makes the first payment of rent.
- 12. <u>Utilities</u>. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations.
 - 13. Property Taxes.
- (a) Tenant shall pay the personal property taxes levied against the Improvements and the real estate taxes levied against the land underlying the Leasehold Parcel. If the classification

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of the land for tax purposes changes as a result of Tenant's commercial use, then Tenant shall be responsible for increases attributable to such commercial use. Increases in property values reflected in Landlord's property tax bill received after the first assessment date following Tenant's completion of construction shall be deemed to best indicate the impact attributable to Tenant.

- (b) Although Tenant will be receiving a separate tax bill for its personal property, the parties assume that the Leasehold Parcel will not be eligible for a separate assessor's parcel number. Therefore, Tenant shall contribute to the payment of real estate taxes on the underlying land promptly following Landlord's demand therefor, provided that Tenant's proportionate share shall be computed as follows: Area of Leasehold Parcel, divided by area of total tract shown on tax bill, times total tax attributable to land only. The parties agree to cooperate in good faith to identify the portion of Landlord's property tax increases for which Tenant is fairly responsible, and Tenant agrees to subsidize such increases.
- (c) Landlord's requests to Tenant for contribution or reimbursement of property taxes should be addressed to U. S. Cellular, P.O. Box 31369, Chicago, IL 60631-0369. A copy of Landlord's tax bill must accompany all requests. Tenant shall comply with requests for contribution by issuing a check for Tenant's proportionate share made payable to the tax collector. Tenant shall comply with requests for reimbursement by issuing a check to Landlord, provided that a paid tax receipt accompanies such request.
- (d) Tenant shall have the right, but not the obligation, to pay Landlord's real estate taxes on the underlying land if the same become delinquent, to ensure that Tenant's leasehold interest does not become extinguished. Tenant shall be entitled to take a credit against rent for the portion of Landlord's taxes, which it was not Tenant's obligation to pay, as such amount shall reasonably be substantiated.
- (e) Tenant agrees to pay any leasehold tax on the Leasehold Parcel imposed by Landlord.
- 14. <u>Repairs</u>. Tenant shall be responsible for all repairs of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

15. Mutual Indemnification

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

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- (b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.
- (c) In the event of any failure or refusal to assume the duty of defense, the non-accepting party shall be liable to the tendering party for its reasonable legal fees and costs incurred in defending or resolving any such claim if a court of competent jurisdiction or arbitrator determines that the non-accepting party had a duty to accept the tender.
- 16. <u>Insurance</u>. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars covering Tenant's work and operations upon Landlord's lands. Landlord shall be named as an "Additional Insured".
- 17. <u>Monetary Default</u>. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.
- 18. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.
- 19. Assignment of Lease by Tenant. Except as set forth hereafter, Tenant shall not assign or transfer its interest in this Lease without prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant may assign or otherwise transfer this Lease without Landlord's prior written consent to an entity controlling, controlled by, or under common control with Tenant or to an entity acquiring substantially all of Tenant's assets through merger, sale or otherwise. Any such assignment shall be subject to the terms and conditions of this Lease. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.
- 20. <u>Subleasing</u>. Tenant shall have the unreserved and unqualified right to sublet tower, building, and ground space upon the Premises to subtenants without the necessity of obtaining Landlord's consent. Tenant agrees to provide Landlord with written notification of any sublease within 90 days of the execution of the sublease. Tenant agrees to pay Landlord twenty percent (20%) of all rents actually collected from subtenant and shall submit written proof the rent collected from the subtenant during the term of the sublease.

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- 21. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease, which may be recorded in the county land records. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.
- 22. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove any aboveground Improvements from the Premises and all remove, to a three-foot depth, all footings, foundations, and other below ground Improvements. Tenant shall also be entitled to abandon all underground utilities in place.
- 23. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.
- 24. <u>Subordination</u>. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in the land underlying the Premises a non-disturbance agreement in form reasonably satisfactory to Tenant.
- 25. <u>Environmental Warranty</u>. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel, and that Landlord has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereon.

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- 26. Environmental Compliance.
- (a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or

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industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

- (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.
- (c) The indemnifications of this section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.
- Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed as follows:

Tenant:

U.S. Cellular

Attention: Real Estate

8410 West Bryn Mawr Avenue, Suite 700,

Chicago, Illinois 60631

Landlord:

City of McCleary

Attention: Clerk-Treasurer

100 S. 3rd Street, McCleary, Washington 98557:

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

28. <u>Attorney's fees</u>. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

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- 29. <u>Binding Effect</u>. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 30. <u>Entire Agreement</u>. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.
- 31. <u>Modifications</u>. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.
- 32. <u>Non-binding until Full Execution</u>. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.
- 33. <u>Venue</u>. This Lease shall be interpreted according to the laws of the State of Washington. Any litigation arising from this Lease, whether for breach, enforcement, or otherwise, shall be filed in the courts of Washington.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LANDLORD: City of McCleary

TENANT: USCOC of Washington-4 Inc.

Printed: Wally

ally Benfley

Printed: HICHEM GARNAOL

Title: Mayor

Title: Vice President

FEIN: 91-600 1459

STATE OF WASHINGTON

COUNTY OF GRAYS HARBOR

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that,, for the City of McCleary. Washington, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of Gray's Harbon County, Washington, for the uses and purposes therein stated.
Notary Public for Washington My Commission Expires:
STATE OF ILLINOIS
COUNTY OF COOK
I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that HICHEM CARNAGUI, WICE PRESIDENT, for U. S. Cellular, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of Oregon RSA No. 3 Limited Partnership, for the uses and purposes therein stated.
Given under my hand and seal this 25 day of APRIC, 2003.
Notary Public OFFICIAL SEAL DONALD I. DICIE NOTARY PUBLIC, STATE OF ILLINOIS NOT COMMISSION EXPLICITED/OS NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC STATE OF IL

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Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: August 4, 2021- For August 11th Council Meeting

Subject: Shoreline Master Program Update Grant

RECOMMENDATION

Please review and accept the grant funding from the Department of Ecology grant for \$11,200.00

BACKGROUND

Attached is a recent grant that we received for our periodic review of our Shoreline Master Program.



PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

July 28, 2021

Todd Baun Director of Public Works/SMP Project Manager City of McCleary 100 South Third Street McCleary, WA 98557

Dear Todd Baun:

As the next rounds of periodic review of Shoreline Master Programs (SMPs) get under way, the Department of Ecology is awarding grants to cities, towns, and counties to help fund this work. Grant funding for cities and towns is based on population, while funds for counties are a set amount. I am pleased to inform you that Ecology will offer City of McCleary a grant of \$11,200.00.

Please let us know by October 1, 2021 whether or not you plan to accept the grant. If you do not want the grant, we will reallocate your grant funds to other jurisdictions. If you do not accept the grant your jurisdiction is still required to complete a periodic review of your SMP. Grants will be effective July 1, 2021 and expire on June 30, 2023.

During the SMP comprehensive update process, some jurisdictions worked with others in their region to develop policies and regulations as well as supporting materials. We encourage you to consider collaborating with other jurisdictions for your periodic review work in order to address common issues and improve efficiency. If you have a regional Shoreline Master Program, we can provide a single grant to one coordinating agency that combines the formula grant amount you would each have receive separately.

How to Apply for Grant Funding:

In order to receive grant funds, your jurisdiction must submit a grant application through Ecology's Administration of Grants and Loans (EAGL) online web based system. EAGL grant applications for periodic review will be available on Thursday, July 1, 2021. The SMP Periodic Review application forms include prepopulated language for the standard five tasks and allow an applicant to add additional tasks and task descriptions as needed. The application becomes the foundation of the grant agreement itself. To access the application forms, applicants must first:

- 1) Register for a Secure Access Washington Account (SAW) online services account.
- 2) While logged into your SAW account, register for an EAGL user account.

City of McCleary July 28, 2021 Page 2

Once you have been validated as a new user by Ecology's EAGL staff, you will have access to EAGL. Please register promptly as it may take up to three business days for Ecology to approve your user request.

For step-by-step instructions and to learn more about requirements, please refer to the <u>2021-2023</u> <u>SMP Periodic Review Funding Guidelines</u>, Chapter 3: Applying for Funding.

Grant management:

All deliverables related to your periodic review work must be uploaded in EAGL. Quarterly payment requests and progress reports (PRPRs) are also required.

Periodic Review guidance:

Ecology has developed guidance documents for periodic reviews. Our Shoreline Planners Toolbox, located at http://www.ecy.wa.gov/programs/sea/shorelines/smp/toolbox.html, includes links to the following: Summary of the rule (WAC 173-26-090), checklist, checklist guidance, public participation plan example, scope of work template, FAQ, and various example documents. Click on the Periodic Review heading. We expect that you will find this information helpful.

To learn more about the SMP grant funding and application parameters, please visit our Shoreline Master Programs grant web page, located at https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Shoreline-Master-Program-grants.

Ecology contact(s):

Your initial Ecology contact for your periodic review work is Kim Van Zwalenburg, Shoreline Planner at (360) 407-6520 or kvan461@ecy.wa.gov. Please ask your staff person assigned to the SMP periodic review to contact Kim Van Zwalenburg in order to initiate the periodic review process and ask questions.

If you have any questions regarding the Periodic Review work, please contact Misty Blair, Shoreline Management Policy Lead, at misty.blair@ecy.wa.gov or 360-649-4309. If you have questions regarding EAGL, please contact Amy Krause at amy.krause@ecy.wa.gov or 360.742.7789.

Sincerely,

Brian Lynn

Coastal/Shorelands Section Manager

Shorelands and Environmental Assistance (SEA) Program

ec: Kim Van Zwalenburg



Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: August 4, 2021- For August 11th Council Meeting

Subject: Bucket Truck Change Order

RECOMMENDATION

Please sign the change order for the bucket truck.

BACKGROUND

We approved the purchase of a bucket truck on August 12th, 2020, for \$239,185. The bucket truck has come into the dealer in the Kent area, and we have inspected the truck. There are some additional items that we would like to have installed on the truck for the cost of \$7,000. In 2021, we budgeted \$275,000 for this truck and equipment to outfit it. There is money in the budget for this change order.



Customer Decision Sheet

Revision ID:

Customer: CITY OF McCLEARY Request Date: August 8, 2021

Run Number: Unit Model:

TA50

Account Manager: Zevenbergen, Nick A

Technical Sales Rep: Martin, Beth

	Removed Parts		
	Description	QTY	
1	Remove Current Cone Holders	1	
2	Remove Vise, Utility, 6.5 IN Jaw with 5.5 IN Opening, Pipe Jaws	1	

	Added Parts		
	Description	QTY	
1	Add hooks for 6FT ladder in SC interior wall	2	
2	Add 3 bars and space 6in apart 7in tall	1	
3	Drill holes for better air flow in front CS bin	1	
4	Add TPU style cone holder to front of bumper	1	
5	Remove shelf in 1 st SS bin and expand channel to the top of the bin	1	

	Modified Parts			
	Description	QTY		
1	Install chains in both rear doors	2		
2	Replace both rear doors and slam latches	2		
3	Replace rear DOT sticker	1		
4	Replace winch control stickers	1		
5	Install winch line	1		
6	Adjust interior light controller mounts	2		
7	Install JIB hook	1		

Additional Comments

Estimated timeline will depend on parts		Revision Total:
being received	1	

Revision Total: \$7,000.00

Item 10.

Once you have decided to proceed or not proceed with any or all of the proposed revisions listed above, please inform your Altec account manager as soon as possible to minimize any delays to your trucks completion.



Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: August 4, 2021- For August 11th Council Meeting

Subject: Verkada agreement

RECOMMENDATION

Please authorize the Mayor to sign the agreement with Verkada.

BACKGROUND

At the last council meeting (July 14th) there were some questions about the Verkada contract renewal. I only received 2 questions from Council since that meeting. Here are the questions with the answers.

1. Can we get a cloud server that is our own for a smaller cost?

We need access to the cameras via the software. The cloud license grants us that access. Without, we will not be able to operate or view the devices. What Verkada is offering us is a continual improvement of the devices. So multiple times a month we will be sending updates to improve the speed, image quality and analytics on the devices.

2. Copy of contract and cancelation clause.

Please see the attached Verkada's end user agreement. There is no cancellation clause. You can stop using your cameras whenever we like although the life of these devices is at a minimum ten years, so most customers like to keep the devices until the warranty expires.

END USER AGREEMENT

This End User Agreement ("**Agreement**") governs the purchase and use of Verkada's enterprise Software-as-a-Service platform for physical security, and is entered into between Verkada Inc. ("**Verkada**") and [name], a [state] [type of entity], the end customer and user of Verkada's products ("**Customer**"). This Agreement is effective as of the date last signed below.

Verkada and Customer hereby agree as follows.

1. **DEFINITIONS**

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

"Customer Data" means all data provided by Customer to Verkada by means of the Products. Customer Data does not include Usage Statistics (defined below).

"Documentation" means the online documentation regarding the Hardware, available at www.verkada.com/docs/.

"**DPA**" means the Data Protection Agreement available at www.verkada.com/support/dpa or other negotiated data protection agreement, entered into between Verkada and Customer.

"Firmware" means the software developed and maintained by Verkada that is stored on the Hardware and enables the basic functioning of the Hardware and its communication with the Hosted Software.

"Hardware" means the Verkada hardware products, including security cameras, access control units, alarm units, and environmental sensors.

"Hosted Software" means Verkada's Software-as-a-Service solution, currently known as "Command," and related infrastructure made available to Customer to manage and configure the Hardware.

"License" has the meaning ascribed to it in Section 2.1.

"License Term" means the length of time indicated in the License SKU set forth on the applicable Purchase Order.

"Partner" means a third-party authorized by Verkada to resell the Products, to whom Customer has delivered a Purchase Order for such Products.

"**Products**" means, collectively, the Software, Hardware, Usage Statistics, Documentation, and all modifications, updates, and upgrades thereto and derivative works thereof.

"Purchase Order" means each order document submitted to Verkada by a Partner on behalf of Customer, and accepted by Verkada, indicating Partner's firm commitment to purchase the Products for the prices listed thereon.

"Service Level Agreement" means the Service Level Agreement set forth on Exhibit A hereto.

"Software" means the Firmware and Hosted Software.

"Support" means the technical support services and resources available at www.verkada.com/support.

"Usage Statistics" means routine information regarding from Customer's use of the Products, including information automatically collected through the Software, such as a User's IP address, browser type, and how the User interacts with the Software, as well as Hardware-related performance statistics and related data. For clarity, Usage Statistics does not constitute Customer Data.

"Users" means employees of Customer, or other third parties, each of whom are authorized by Customer to use the Products on Customer's behalf.

2. LICENSE AND RESTRICTIONS

- 2.1 <u>License to Customer.</u> Subject to the terms of this Agreement, Verkada grants Customer a royalty-free, nonexclusive, transferable (subject to <u>Section 12</u>) worldwide right during each License Term to use the Software, subject to the terms of this Agreement ("License"). Customer must purchase Licenses to use the Software for at least the number and type of Hardware units it manages with the Software, however Customer may authorize an unlimited number of Users to access and use the Software. If Customer purchases additional Licenses, either in connection with the purchase of additional Hardware units or renewal of Licenses for existing Hardware units, the overall License Term will be modified such that the License Term for all Licenses purchased will terminate on the same date. The Products are not intended to be used as part of any life-saving or emergency systems, and Customer will not use the Products in any such environment. If Customer purchases the Monitoring Services (as defined on Exhibit B, the "Monitoring Services Addendum"), the use of the Products in connection with the Monitoring Services will be subject to the terms of the Monitoring Services Addendum.
- **2.2** <u>License to Verkada</u>. During the License Term, Customer will transfer Customer Data to Verkada while using the Products. Customer grants Verkada a non-exclusive right and license to use, reproduce, modify, store, and process Customer Data solely to develop and maintain the Products and provide them to Customer. Customer represents and warrants that it possesses the necessary rights and authority to grant Verkada the rights set forth in this Section 2.2 with respect to Customer Data.
- **2.3** Restrictions. Customer will not: (i) use (or allow a third party to use) the Products in order to monitor their availability, security, performance, or functionality, or for any other benchmarking or competitive purposes (other than for routine product comparison purposes) without Verkada's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Products or any of their components; or (iv) use the Products to conduct any fraudulent, malicious, or illegal activities or otherwise in contravention of any applicable laws or regulations (each of (i) through (iv), a "**Prohibited Use**").

3. HARDWARE WARRANTIES; RETURNS

- **3.1** <u>General</u>. Verkada represents to the original purchaser and user of the Hardware that, for the period set forth in the applicable Documentation from the date of shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship ("Hardware Warranty").
- 3.2 <u>Remedies.</u> Customer's sole and exclusive remedy and Verkada's (and its suppliers' and licensors') sole and exclusive liability for a breach of the Hardware Warranty will be, in Verkada's sole discretion, to replace the non-conforming Hardware. Replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Verkada may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been replaced under the Hardware Warranty will be covered by the terms of the Hardware Warranty for the longer of (a) 90 days from the date of the delivery, or (b) the remainder of the original Hardware Warranty period.
 - 3.3 Returns. Customer may return the Products within 30 days from the date of the applicable

Purchase Order for any reason. Thereafter, to request a return under the Hardware Warranty, Customer must notify Verkada or the Partner within the Hardware Warranty period. To initiate a return directly to Verkada, Customer must send a return request to Verkada at support@verkada.com and clearly state details on where and when Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer's reason for returning the Hardware, and Customer's name, mailing address, email address, and daytime phone number. If approved, Verkada will provide Customer with a Return Materials Authorization ("RMA") and prepaid shipping label via email that must be included with Customer's return shipment to Verkada. Customer must return the Hardware unit(s) listed in the RMA with all included accessories with the RMA within the 14 days following the day on which Verkada issued the RMA.

4. VERKADA OBLIGATIONS

- **4.1** General. Verkada is responsible for providing the Products in conformance with this Agreement, the Purchase Order(s), and applicable Documentation.
- **4.2** <u>Availability</u>. Verkada uses its best efforts to ensure that the Hosted Software is available in accordance with the terms of the Service Level Agreement, which sets forth Customer's remedies for any interruptions in the availability of the Hosted Software.
- **4.3** <u>Support.</u> If Customer experiences any errors, bugs, or other issues in its use of the Products, then Verkada will provide Support in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the License. As part of a Support case, Customer may grant access, in its sole discretion, to a member of Verkada's Support team through functionality provided in the Hosted Software for a length of time determined by Customer.

5. CUSTOMER OBLIGATIONS

- 5.1 <u>Compliance</u>. Customer will use the Products only in accordance with the Documentation and in compliance with all applicable laws, including procurement and maintenance of any applicable licenses and permits. Customer will ensure that none of the Products are directly or indirectly exported, reexported, or used to provide services in violation of the export laws and regulations of the United States or any other country. If Customer operates in a regulated industry, Customer represents that it has obtained all necessary local and state licenses and/or permits necessary to operate its business and is in compliance (and will use its best efforts to remain in compliance) with all local, state, and (if applicable) federal regulations regarding the conduct of its business. Verkada reserves the right to suspend use of any Products operating in violation of the obligations of this <u>Section 5.1</u>, following written notice to Customer (which may take the form of an email).
- **5.2** <u>Account Administration</u>. Customer is responsible for identifying one or more individuals within Customer's organization who will act as administrator(s) of Customer's account. Such person(s) will be responsible for, among other things, monitoring and managing access privileges of other Users.

6. TERM AND TERMINATION

- **6.1** Term. The term of this Agreement will commence on the Effective Date and will continue for so long as Customer maintains any active Licenses.
- **6.2** Termination for Cause. Either party may terminate this Agreement or any License Term for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of the 30-day period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- **6.3** <u>Effect of Termination</u>. If Customer terminates this Agreement or any License Term in accordance with Section 6.2, then Verkada will refund Customer a pro rata portion of any prepaid fees

allocable to the remaining License Term. The following provisions will survive any expiration or termination of the Agreement: <u>Sections 7, 8, 9, 11,</u> and <u>12,</u> and any other provisions that, by their nature, would reasonably be considered intended to survive.

7. CONFIDENTIALITY

- 7.1 <u>Confidential Information</u>. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party ("Disclosing Party") to the other party ("Receiving Party") constitutes the Disclosing Party's confidential and proprietary information ("Confidential Information"). Verkada's Confidential Information includes the Products and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is (i) already known by the receiving party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 7.2 <u>Confidentiality Obligations</u>. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with the same standard of care as the Receiving Party uses or would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "Representative"). Each party shall be responsible for any breach of confidentiality by any of its Representatives.
- 7.3 Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

8. DATA PROTECTION

Verkada secures the Software and Customer Data in accordance with the security practices available at www.verkada.com/trust/security-controls. Verkada will process all Customer Data in accordance with the DPA.

9. OWNERSHIP

- **9.1** <u>Verkada Property.</u> Verkada owns and retains all right, title, and interest in and to the Software, the Usage Statistics, and all intellectual property embodied in the Hardware and accessories. Except for the limited license granted to Customer in <u>Section 2.1</u>, Verkada does not by means of this Agreement or otherwise transfer any rights in the Products to Customer, and Customer will take no action inconsistent with Verkada's intellectual property rights in the Products.
- **9.2** <u>Customer Property.</u> Customer owns and retains all right, title, and interest in and to the Customer Data and does not by means this Agreement or otherwise transfer any rights in the Customer Data to Verkada, except for the limited license set forth in <u>Section 2.2</u>.

10. INDEMNIFICATION

- By Verkada. Verkada will indemnify, defend, and hold Customer, its affiliates, and their respective owners, directors, members, officers, and employees (collectively, "Customer **Indemnitees**") harmless from and against any claim, action, demand, suit or proceeding (each, a "Claim") made or brought by a third party against any of the Customer Indemnitees alleging that Customer's use of the Products infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party. Verkada will pay any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Customer (i) gives Verkada prompt written notice of the Claim, (ii) gives Verkada sole control of the defense and settlement of the Claim (provided that Verkada may not settle any Claim without the Customer Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provides to Verkada all reasonable assistance, at Verkada's request and expense. If Customer's right to use the Products hereunder is, or in Verkada's opinion is likely to be, enjoined as the result of a Claim, then Verkada may, at Verkada's sole option and expense procure for Customer the right to continue using the Products under the terms of this Agreement, or replace or modify the Products so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Products. Verkada will have no indemnification obligations under this Section 10.1 to the extent that a Claim is based on or arises from: (a) use of the Products in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Products except as expressly authorized by Verkada; (c) the combination of the Products with any other software, product, or services (to the extent that the alleged infringement arises from such combination); or (d) where the Claim arises out of specifications provided by Customer. This Section 10.1 sets forth Verkada's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.
- 10.2 By Customer. Customer will indemnify, defend, and hold harmless Verkada, its affiliates, and their respective owners, directors, members, officers, and employees (together, the "Verkada Indemnitees") from and against any Claim related to (a) Customer's or a User's engaging in a Prohibited Use, and (b) Customer's breach of its obligations in Section 5.1, and (c) any gross negligence, recklessness, or intentional misconduct of its Users. Customer will pay any settlement of and any damages finally awarded against any Verkada Indemnitee by a court of competent jurisdiction as a result of any such Claim so long as Verkada (i) gives Customer prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Verkada's prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer's request and expense.

11. LIMITATIONS OF LIABILITY

- 11.1 <u>Disclaimer</u>. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, VERKADA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE PRODUCTS, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, INCLUDING UPDATES OR SUPPORT. WITHOUT LIMITING THE FOREGOING, VERKADA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. VERKADA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.
- 11.2 <u>Limitation of Liability</u>. EACH PARTY HERETO AGREES THAT WITH THE EXCEPTION OF THE INDEMNIFICATION OBLIGATIONS UNDER <u>SECTION 10</u> OR CUSTOMER' THE CONFIDENTIALITY OBLIGATIONS UNDER <u>SECTION 7</u>, AND ANY BREACH RELATED TO VERKADA'S SECURITY OBLIGATIONS SET FORTH IN <u>SECTION 9.1</u> (COLLECTIVELY, "EXCLUDED CLAIMS"), CUSTOMER'S INDEMNIFICATION OBLIGATION IN <u>SECTION 7</u> OF THE MONITORING SERVICES ADDENDUM (if applicable), AND ABSENT GROSS NEGLIGENCE OR

INTENTIONAL MISCONDUCT OF THE OTHER PARTY, NEITHER THE OTHER PARTY NOR ITS AFFILIATES NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM WILL BE LIABLE TO SUCH PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

Liability Cap. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND 11.3 CUSTOMER'S INDEMNIFICATION OBLIGATION IN SECTION 7 OF THE MONITORING SERVICES ADDENDUM (if applicable), IN NO EVENT WILL THE COLLECTIVE LIABILITY OF PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS. EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO VERKADA UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. IN THE CASE OF EXCLUDED CLAIMS, SUCH LIMIT WILL BE EQUAL TO THE TWO TIMES THE TOTAL AMOUNT PAID BY CUSTOMER TO VERKADA UNDER THIS AGREEMENT DURING THE TERM. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

12. MISCELLANEOUS

This Agreement is the entire agreement between Customer and Verkada and supersedes all prior agreements and understandings concerning the subject matter hereof and may not be amended or modified except by a writing signed or electronically acknowledged by authorized personnel by both parties. Customer and Verkada are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Verkada. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of California without reference to conflicts of law rules. Any notice provided by one party to the other under this Agreement will be in writing and sent either (i) by overnight courier or certified mail (receipt requested), in the case of Customer to Customer's address on record in Verkada's account information and in the case of Verkada, to 405 E. 4th Ave., San Mateo, CA 94401, or (ii) by electronic mail to Customer's email address on record in Verkada's account information or to Verkada at legal@verkada.com. If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. In the event of an assignment by Customer in connection with an acquisition of Customer or a sale of all or substantially all of Customer's assets, Customer's License may be transferred to the party acquiring Customer or purchasing all or substantially all of its assets, subject to Verkada's prior written consent, such consent not to be unreasonably withheld. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronic copies of such signed copies will be deemed to be binding originals.

A party will not be liable for any failure to perform caused by circumstances beyond its reasonable control which would otherwise make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation (each, a "Force Majeure Event"). If a Force Majeure Event lasts longer than five (5) business days, the parties will meet to determine if

performance under the Agreement can resume as agreed. If the parties cannot agree, then Verkada may terminate the applicable Purchase Order or this Agreement.

If any disputes arise, the parties will first attempt to resolve the dispute informally via good faith negotiation. If the dispute has not been resolved after 30 days, the parties will resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) by binding arbitration before a single arbitrator administered by JAMS, its successors and assigns, in San Mateo County, California, unless otherwise agreed by the parties in writing, and pursuant to its arbitration rules. Each party will be responsible for paying any arbitration fees in accordance with the foregoing rules, and the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed to prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, intellectual property rights or other proprietary rights.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

[Customer]	Verkada Inc.
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A

Service Levels

Verkada will use commercially reasonable efforts to make the Hosted Software available 99.99% or more of the time during any calendar month. Subject to the exclusions set forth below, an "**Outage**" will be defined as any time when the Hosted Software is not available due to a cause within the control of Verkada. The availability standard does not apply to any feature of the Hosted Software that Verkada identifies as a "beta" feature or service.

Service Credits

If Verkada fails to achieve the availability percentage above, Customer will be eligible to receive a credit ("Service Credit") calculated as a certain number of days added to the end of the License Term. Service Credits are based on the actual availability of the Hosted Software in a given calendar month as set forth below. Service Credits are non-transferable.

Service Availability	Service Credit
Less than 99.99%	3 days
Less than 99.9%	5 days
Less than 99%	10 days
Less than 90%	15 days

Exclusions

Verkada does not include in its calculation of downtime any time the Hosted Software is not available due to:

- Planned maintenance windows where notice of planned unavailability has been given, via the Hosted Software, at least two business days prior to the outage, unless in the case of emergency changes;
- Force Majeure Events;
- Actions or inactions on Customer's part;
- Events arising from Customer's systems or any Customer websites;
- ISP or Internet outages outside of Verkada's control.

Chronic Failure & Termination

Customer may elect to terminate this Agreement in accordance with <u>Section 6.2</u> if the Hosted Software is available less than 90% in a month for three consecutive months or any five months during a rolling twelvementh period.

Sole Remedy

Notwithstanding any terms to the contrary in the Agreement, the Service Credits are Customer's sole and exclusive remedy for any Outage.

EXHIBIT B

Monitoring Services Addendum

This "Monitoring Services Addendum" sets forth the terms applicable to Customer's use of the Monitoring Services (as defined below).

1. Certain Definitions.

- a. "Alarm" means an alarm signal, video or audio transmission initiated by the Hardware installed on Customer's premises signaling a specific type of situation that is transmitted to a Call Center via the Hosted Software.
- b. "Call Center(s)" means each call center, central station, and/or other third-party that receives and processes an Alarm for Customer as more fully set forth below.
- c. "Call List" means the list of names, with corresponding telephone numbers and email addresses, of those persons in the order Customer wishes to receive notification of Alarms which must be created, and updated by Customer from time to time, via the Hosted Software.
- d. "First Responder(s)" means the entity (e.g., fire department, police department) that is contacted to respond to an Alarm received by Verkada and/or the Call Center.
- e. "Monitoring Services" means the automated Alarm transmission functionality enabled by the Software, as more fully described in the Documentation. The Monitoring Services are deemed to be a Product under the Agreement.
- f. "Triggers and Response Actions" means specific parameters configured by Customer within the Hosted Software that inform the Monitoring Services how Customer wishes for Alarms to be indicated and processed.

2. Monitoring Services.

- a. Customer must purchase a License for each location at which Monitoring Services will be provided (a "Monitoring License"). An Alarm may be triggered by up to 32 Hardware units at each physical address for which a Monitoring Services License is purchased. If a location requires more than 32 Hardware units, Customer must purchase an additional Monitoring Services License for such location, in 32-unit increments.
- b. For each Alarm transmitted through the Hosted Software as part of the Monitoring Services, the Call Center will notify Customer. The Call Center will make only one call to the person(s) named in the Call List. Receipt by Customer of any form of notification provided by the Call Center pursuant to the Call List, including leaving a message on an answering machine, is deemed compliance with the notification obligation hereunder.
- c. Not all Alarms require notification to First Responders. Once dispatched, Fire Department First Responders cannot be recalled.
- d. If video or audio Alarms are sent to the Call Center, the Call Center will monitor such video or sound for so long as Call Center in its sole discretion deems appropriate to confirm and monitor the Alarm. Thereafter such data will be deleted by the Call Center.

3. Customer's Obligations.

- a. Customer (or a properly licensed installer selected by Customer) is responsible for installation of the Products. Once installed, it is Customer's responsibility to configure its Products in order to enable the Monitoring Services, including by creating and maintaining appropriate Trigger and Response Actions via the Hosted Software (i.e., by creating an "Alarm Address" within Customer's account in the Hosted Software and configuring it in Customer's discretion). Monitoring Services will be provided only if the Hardware Products have been configured to transmit Alarms by means of the foregoing.
- b. Customer is responsible, at Customer's sole expense, for supplying all systems, and incidental functionality (e.g., high-speed Internet access, IP Address and or wireless services, all 110 Volt AC power), necessary to operate the Products at Customer's premises.
- c. Once delivered, the Hardware Products are in the possession and control of Customer, and it is Customer's sole responsibility to test the operation of its system. Verkada does not install, inspect, or maintenance Customer's systems, including the Hardware installed on its premises.
- d. Customer is responsible for obtaining and maintaining all alarm and monitoring-related permits and fees required under applicable laws.

4. Monitoring Services Exclusions.

a. Except for the systems under its control that Verkada uses to make the Hosted Software available, Alarms are

- transmitted over third party communication networks beyond the control of Verkada and are not maintained by Verkada. Verkada will not be responsible for any failure by such third-party networks which prevents transmission of Alarms from reaching the Call Center or any damages arising therefrom.
- b. Verkada will have no liability for permit fees, false alarms, false alarm fines, the manner in which First Responders respond, or how Alarms are monitored by the Call Centers or First Responders, or the refusal of First Responders to respond.
- c. Verkada makes no representation that any aspect of the Products meet local code requirements or constitute a fire alarm system as that term is defined under the applicable laws of the jurisdictions in which Customer uses the Products.
- 5. <u>Suspension & Termination</u>. Verkada may, without prior notice, suspend or terminate the Monitoring Services, in Verkada's sole discretion, in the event of: (a) a Force Majeure Event which renders monitoring or First Responders' response impractical; (b) Customer defaults in its performance obligations under the Agreement or uses the Products to violate any applicable law or any third party right of privacy; (c) Call Center's facilities or communication networks are nonoperational; (d) Customer's system causes the Products to send excessive false alarms, runaway signals, or otherwise unreasonably overburdens either Verkada's systems or the Call Center's systems; or (e) Customer fails to provide accurate information within the Call List or fails to properly update the Call List.
- 6. No Representations or Warranties. Verkada makes no representation or warranty, whether express or implied, that the Products including the Monitoring Services will prevent any loss, damage or injury to any person or property, whether by reason of burglary, theft, hold-up, fire or any other cause, or that the Products will in all cases provide the protection for which they are installed or intended. Verkada is not an insurer, and Customer assumes all risk for loss or damage to Customer's premises, its contents, or persons on the premises. Customer's sole remedy for Verkada's default under this Exhibit B is to require Verkada to repair or replace the non-operational Products as set forth in Section 3.3 of the Agreement.

BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY.

7. <u>Indemnity</u>. In addition to <u>Section 10.2</u> of the Agreement, Customer will indemnify, defend, and hold harmless Verkada Indemnitees from and against any Claim (including reasonable attorney's fees, fees associated with investigations, or fees or fines relating to permits or false alarms) arising from Verkada's performance, or failure to perform, under the Agreement, or for the negligence of Verkada or its authorized agents including the Call Center.

8. Limitation on Liability.

- a. Verkada is authorized and permitted to subcontract the Monitoring Services, whether in whole or in part, to third parties (e.g., its authorized agents and the Call Center(s)).
- b. Verkada will not be liable for any loss or damage sustained by Customer by reason of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, carbon monoxide or any other cause whatsoever caused by the negligence or failure to perform of Verkada or any failure of the Products to perform as intended, regardless of whether or not such loss or damage was caused by, or contributed to, by Verkada's breach of contract, any extra contractual or legal duty, strict products liability, or negligent performance of or failure to perform any obligation under this Agreement, or any other legal duty, except for Verkada's gross negligence and willful misconduct.
- c. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. IN COUNTRIES, STATES OR MUNICIPALITIES WHERE THE ABOVE TYPES OF EXCLUSIONS AND LIMITATIONS ARE NOT ALLOWED, VERKADA IS RESPONSIBLE TO CUSTOMER ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF ITS FAILURE TO USE ORDINARY SKILL AND CARE OR FOR A BREACH OF THE AGREEMENT.
- 9. <u>Insurance</u>. Customer must maintain a policy of General Liability and Property Insurance for liability, casualty, fire, theft, and property damage and, upon request, will ensure that Verkada is named as additional insured, and which shall on a primary and non-contributing basis cover any loss or damage to Verkada's products and services. Customer assumes all potential risk and damage that may arise by reason of failure of the Products, and Customer will look to its own

insurance carrier for any loss or assume the risk of loss. Verkada will not be responsible for any portion of any loss or damage which is recovered or recoverable by Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured. Customer and all those claiming rights under Customer policies waive all rights against Verkada and its subcontractors for loss or damages caused by perils intended to be detected by the Products or covered by insurance to be obtained by Customer, except such rights as Customer or others may have to the proceeds of insurance.

Verkada Benefits

School Safety: Protect cities from the unexpected.

Ease of Use

User friendly web-based portal and mobile app. No NVRs/DVRs required making it scalable across multiple locations. Plug & play system.

Shorten Incident Response

Quickly and easily find meaningful footage for events that take place, including gathering evidence.

Identify Facility Issues

Built-in analytics detect and measure people and vehicle-based activity, so organizations can take action to reduce onsite risks.





Verkada Security

School Safety: Protect your network from the unexpected.

- Access Transparency
 - Proactive notifications when data is accessed
- Governance Program

Checks and balances, quarterly updates, compliance updates and progress toward SOC 2 examination

- Customer CISO Council
 - Group of CISOs to advise Verkada on security procedure and protocol
- Internal Access Management
 Strengthen existing controls and add additional security levels
- Customer Data Governance Tools

More visibility into data and account info. Audit logs are protected, stored, accessed, retained, deleted and exported

- Enhanced Penetration Testing
 - On top of current tests, increase number and scope of pen test efforts
- Change and Configuration Management

Continue adoption of configuration-as-code, automated te and separation of duty

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Sensors & Alarms

Alarm system to monitor changes in your environment.



Powerful onboard processing to bring simplicity and speed to your investigations.

Access Control

Plug-and-play access control solution built for ease of use and limitless scale.

Verkada Solutions

Modernize building security with Verkada's suite of cloud-based devices.

Controlled Total Cost of Ownership

Transparent pricing.

License Overview

- No hidden costs predictable renewal costs
- 10-year warranty on all hardware
 - Verkada next-day RMAs
- Best-in-class technical support
- No ongoing maintenance costs
- No ongoing software costs
- Automatic firmware updates
- Unlimited users



Hardware





License



Why Customers Love Verkada

Easy

Smart

Scalable



No on-prem servers to manage



Easily grant/revoke access



Won't clog your network like other IP cameras



Do everything in a web browser

updates



Automatic alerts



Product warranty



Easily grant/revoke access

Automatic firmware



Instantly share live video



Install 1 camera or 10,000+ cameras

Summary of Benefits

- 10-year product warranty
- Unlimited users
- Cloud archive for video clips
- Automatic firmware & software updates
- US based Technical support
- Lower 10 year TCO
- Predictable renewal costs



City of McCleary

Memorandum

To: Mayor Orffer

From: Todd Baun- Director of Public Works

Date: August 4, 2021- For August 11th Council Meeting

Subject: DTF Land Purchase Update

RECOMMENDATION

Please review and provide feedback as necessary.

BACKGROUND

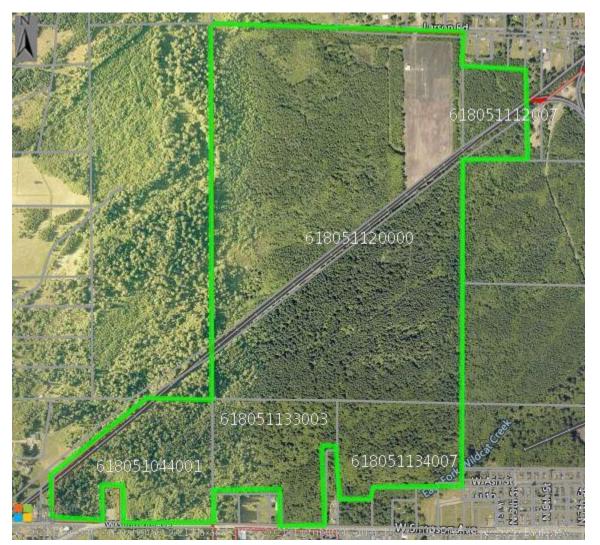
As discussed at the July 14th Council meeting, staff is looking at options for purchasing properties that are currently under the control of the Grays Harbor County Drug Task Force (GHDTF). We have looked up finance options for the property. It's not as simple as just applying for a real estate loan. The main thing for these properties is to have a plan on what to do with the properties, and then there is lots of potential funding available to carry out the plan. Just for a rough idea if we financed the whole purchase, with no down payment, the yearly payment is roughly going to be in the \$225,000 to \$275,000 depending on interest rate. We are also reaching out to the GHDTF to see if they are open to any options for payments.

I have attached a map with a small description of each property. From the information we have on the properties, the selling price to the City is \$3,250,000. It currently has a little over \$2,000,000 in timber value. 2 parcels are zoned Industrial, and 3 parcels are zoned C2- General Commercial District.

The industrial (I) district provides space for manufacturing, storage, agriculture, forestry, wholesale sales, outdoor storage, transshipment, and other intensive uses that meet environmental regulations but require separation from residential and commercial uses in the city.

The general commercial (C-2) district provides for large retail, personal and professional offices, storage, recreational vehicle parks, and light manufacturing activities outside the downtown (C-1) district that depend on arterial or highway traffic, large lot sizes, or uses not appropriate for the C-1 district.

Grays Harbor Drug Task Force Properties



Parcel #	Total Acres	21 Market Value- GHC Assessor
618051044001	41.05	\$ 944,400.00
618051133003	32.00	\$ 747,600.00
618051134007	27.84	\$ 668,160.00
618051112007	14.00	\$ 91,000.00
618051120000	232.00	\$ 2,555,575.00