



**CITY OF ILWACO  
CITY COUNCIL MEETING**

**Monday, January 14, 2013**

**6:00 p.m. REGULAR COUNCIL MEETING**

**AGENDA**

**A. Call to order**

**B. Flag Salute**

**C. Roll Call**

**D. Approval of Agenda**

**E. Consent Agenda**

All matters, which are listed within the consent section of the agenda, have been distributed or made available for review to each member of the council prior to the meeting. Items listed are considered routine and will be enacted with one motion unless a council member specifically requests it to be removed from the Consent Agenda to be considered separately. The staff recommends the approval of the following items:

1. Approval of Minutes

a. December 10, 2012, Regular Council Meeting

2. Claims & Vouchers

a. Checks: 34885 to 34886 + Electronic	\$ 15,815.24
b. Checks: 34929 to 34940 + Electronic	\$ 37,069.93
c. Checks: 34941-34942 and 34988-35014	\$ 99,246.63
<u>Checks: 34943-87 and 35015 + Electronic</u>	<u>\$ 65,353.24</u>
GRAND TOTAL:	\$ 217,485.04

*Note: Checks 34887 to 34928 approved at Special Meeting 12-21-12.*

**F. Reports**

1. Staff Reports

- a. Police chief's report for December 2012
- b. City engineer's reports for December 2012

2. Council Reports

3. Mayor's Report

**G. Comments of Citizens and Guests Present**

At this time, the mayor will call for any comments from the public on any subject not on the agenda. Please limit your comments to five (5) minutes. The City Council does not take any action or make any decisions during public comment. To request an item be added to a future agenda, please contact the city clerk for the council rules of procedure for agenda items.

**H. Business**

- 1. Introduction of new City Planner—*Cassinelli*
- 2. Reappointment of Ed Ahlers to the Planning Commission—*Cassinelli*
- 3. TIB Fuel Tax Grant Agreement for Elizabeth Avenue project—*Cassinelli*
- 4. DOE Revolving Fund Loan Agreement for Sahalee Sewer Improvement—*Cassinelli*

**I. Discussion**

- 1. Declaration of Emergency for roadway and culvert repairs—*Cassinelli*
- 2. Franchise Agreement with LS Networks—*Forner*
- 3. Renewing Department of Natural Resources Interagency Agreement—*Cassinelli*

**J. Correspondence and Written Reports**

- 1.

**K. Future Discussion/Agendas**

- 1. Amended Procedures Ordinance—*City Planner*

**N. Adjournment**

**O. Upcoming Meetings**

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
Planning Commission	Regular Meetings (meetings subject to cancellation if there is no business to transact)	Tuesday	01/15/13	6:00 p.m.	Community Building
City Council	Regular Meeting	Monday	01/14/13 01/28/13	6:00 p.m.	Community Building



**CITY OF ILWACO  
CITY COUNCIL MEETING  
Monday, December 10, 2012**

**A. Call to Order**

Mayor Cassinelli called the meeting to order at 6:00 p.m.

**B. Flag Salute**

The Pledge of Allegiance was recited.

**C. Roll Call**

Present: Mayor Cassinelli and Councilmembers Jensen, Mulinix, Chambreau and Forner.  
Councilmember Marshall excused absence.

**D. Approval of Agenda.**

**ACTION: Motion to approve agenda (Jensen/Mulinix). 4 Ayes 0 Nays 0 Abstain.**

**E. Approval of Consent Agenda**

Including Checks 34826 to 34835 + electronic totaling \$28,1243.16 and Checks 34836 to 34884 totaling \$105,444.99.

**ACTION: Motion to approve the consent agenda (Jensen/Mulinix). 4 Ayes 0 Nays 0 Abstain.**

**F. Reports**

**1. Staff Reports**

- a. Fire Chief Tom Williams reported the firefighters attended a class on a new law regarding setting up rehab stations at incidents.
- b. Gary Kobes reported on a new contact at Team Construction.
- c. Councilmember Mulinix reported the Parks and Recreation Commission will meet regularly the second Friday of each month and on the Black Lake Eagle Scout dock project.
- d. Police Chief Flint Wright provided a written report.
- e. Deputy City Clerk PJ Kezele provided a written report.

**2. Council Reports**

- a. Councilmember Mulinix will attend the upcoming Parks and Recreation Commission meeting on Friday and attended the Crab Pot Christmas Tree Lighting.
- b. Councilmember Chambreau attended the hospital reception for the new CEO.
- c. Councilmember Forner has been working with staff and the city attorney on a franchise agreement with LS Networks for fiber optics.

### **3. Mayor's Report**

Mayor Cassinelli reported he attended Crab Pot Christmas Tree Lighting, the LBPVB retreat, and the Coastal Marine Resource Committee Summit and Science Conference, where they discussed Tsunami debris.

### **G. Comments of Citizens and Guests present**

1. The manager of Col-Pacific Motel spoke on behalf of Owner Ted Vanden Bosch to request agenda packet items be posted to the website. The mayor said the city would look into it.
2. Dan Whealdon and Candace Mead spoke about the condition of Whealdon Street and moving the water lines. The mayor said he would speak to Public Works about what could be done.

### **H. Public Hearing**

#### **1. Six-Year Capital Facilities Plan for 2013-2018**

The mayor opened the hearing at 6:23 p.m. Discussion continued regarding Whealdon Road and moving the water line. The mayor stated Whealdon Road improvements are on the Six-Year Capital Facilities Plan. Candace Mead also asked about painting the water tower. Mayor Cassinelli stated the painting of the tower is budgeted for 2013. The mayor closed the hearing at 6:30 p.m.

### **I. Business**

#### **1. Resolution establishing a Six-Year Capital Facilities Plan**

**ACTION: Motion to adopt the proposed resolution updating the capital facilities plan for 2013 through 2018 (Mulinix/Chambreau). Roll call vote: 4 Ayes 0 Nays 0 Abstain.**

#### **2. Interlocal Agreement with Pacific County to administer the Ilwaco Municipal Court**

**ACTION: Motion to authorize the mayor to execute the proposed interlocal agreement with Pacific County for municipal court services (Jensen/Forner). 4 Ayes 0 Nays 0 Abstain.**

#### **3. Ordinance and resolution amending the water rate structure**

**ACTION: Motion to adopt the proposed ordinance amending Ilwaco Municipal Chapter 13 regarding the water rate structure, and the associated proposed resolution amending the fee schedule for the 2013 sewer, water and stormwater rates and connection charges (Forner/Chambreau). Roll call vote: 4 Ayes 0 Nays 0 Abstain.**

#### **4. 2012 Budget Amendment Ordinance**

**ACTION: Motion to adopt the 2012 second budget amendment ordinance as presented (Jensen/Mulinix). Roll call vote: 4 Ayes 0 Nays 0 Abstain.**

#### **5. Ordinance adopting the 2013 budget for the City of Ilwaco**

**ACTION: Motion to adopt the proposed ordinance establishing the 2013 budget for the City of Ilwaco (Chambreau/Forner). Roll call vote: 4 Ayes 0 Nays 0 Abstain.**

#### **6. Update UDO regarding water and sewer meters and service line extensions**

**ACTION: Motion to adopt the proposed ordinance amending Chapter 15.76, regarding water and sewer meters and service line extensions (Forner/Mulinix). Roll call vote: 4 Ayes 0 Nays 0 Abstain.**

**K. Discussion**

**1. TIB Fuel Tax Grant Agreement for Elizabeth Avenue Project**

Mayor Cassinelli presented the item. Councilmember Jensen asked about sidewalks and spoke about the commercial truck route in a residential neighborhood.

**ACTION: Move to business at next meeting.**

**2. DOE Revolving Fund Loan Agreement for Sahalee Sewer Improvements**

Mayor Cassinelli presented the item. Discussion ensued.

**ACTION: Move to business at next meeting.**

**J. Correspondence and Written Reports**

1. Pacific County Auditor's schedule for election.
2. Long Beach Peninsula Visitors Bureau reports.

**K. Adjournment**

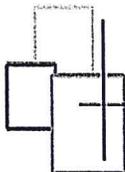
**ACTION: Motion to adjourn the meeting (Forner/Chambreau).** Mayor Cassinelli adjourned the meeting at 7:00 p.m.

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Mike Cassinelli, Mayor

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PJ Kezele, Deputy City Clerk



# Register

Number	Name	Fiscal Description	Cleared	Amount
<u>EFT 1-4-13</u>	Discovery Benefits	2013 - January - First meeting		\$1,050.00
<u>34929</u>	Gardner, Daryl W	2013 - January - First meeting		\$1,909.11
<u>34930</u>	Jensen, David	2013 - January - First meeting		\$181.22
<u>34931</u>	Marshall, Fred	2013 - January - First meeting		\$181.22
<u>34932</u>	Schweizer, Dennis	2013 - January - First meeting		\$1,548.30
<u>34933</u>	Williams, Thomas R	2013 - January - First meeting		\$850.85
<u>34934</u>	AFLAC Remittance Processing	2013 - January - First meeting		\$23.80
<u>34935</u>	AWC - Life Insurance	2013 - January - First meeting		\$23.00
<u>34936</u>	AWC Employee Benefit Trust	2013 - January - First meeting		\$4,740.50
<u>34937</u>	Dept of Labor & Industry	2013 - January - First meeting		\$5,586.60
<u>34938</u>	Dept of Retirement - Def Comp	2013 - January - First meeting		\$280.00
<u>34939</u>	Dept of Retirement Systems	2013 - January - First meeting		\$3,903.34
<u>34940</u>	Employment Security Dept.	2013 - January - First meeting		\$2,226.28
ACH Pay - 618	Bell, Helen S.	2013 - January - First meeting		\$501.70
ACH Pay - 619	Cassinelli, Michael	2013 - January - First meeting		\$420.94
ACH Pay - 620	Chambreau, Jon H.	2013 - January - First meeting		\$181.22
ACH Pay - 621	Fornier, Gary	2013 - January - First meeting		\$365.92
ACH Pay - 623	Gustafson, David M.	2013 - January - First meeting		\$1,514.36
ACH Pay - 624	Hazen, Warren M.	2013 - January - First meeting		\$1,841.22
ACH Pay - 626	Kezele, Pamela J.	2013 - January - First meeting		\$891.08
ACH Pay - 628	Mc Kee, David A	2013 - January - First meeting		\$1,821.42
ACH Pay - 629	Mc Millan, Elaine	2013 - January - First meeting		\$861.63
ACH Pay - 630	Mulinix, Vinessa	2013 - January - First meeting		\$179.12
ACH Pay - 632	Stierns, Jacob	2013 - January - First meeting		\$1,251.24
<u>EFT 1-4-13 2</u>	U.S. Treasury Department	2013 - January - First meeting		\$4,735.86
				<b>\$37,069.93</b>

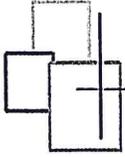
We, the undersigned members of the city council of the City of Ilwaco, Pacific County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and the voucher numbers 34929 through 34940 and electronic payments totalling \$37,069.93 are approved this 14th day of January, 2013

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Council member



# Register

Council Dates: 2012 - December - Second meeting

Number	Name	Fiscal Description	Cleared	Amount
34885	Gardner, Daryl W	2012 - December - Second meeting		\$1,456.46
34886	Schweizer, Dennis	2012 - December - Second meeting		\$1,646.65
ACH Pay - 593	Bell, Helen S.	2012 - December - Second meeting		\$664.85
ACH Pay - 595	Gustafson, David M.	2012 - December - Second meeting		\$1,348.76
ACH Pay - 596	Hazen, Warren M.	2012 - December - Second meeting		\$1,699.11
ACH Pay - 597	Kezele, Pamela J.	2012 - December - Second meeting		\$1,336.91
ACH Pay - 598	Mc Kee, David A	2012 - December - Second meeting		\$1,465.30
ACH Pay - 599	Mc Millan, Elaine	2012 - December - Second meeting		\$1,808.54
ACH Pay - 601	Stierns, Jacob	2012 - December - Second meeting		\$1,111.99
EFT 12 20 12	U.S. Treasury Department	2012 - December - Second meeting		\$3,276.67
				<b>\$15,815.24</b>

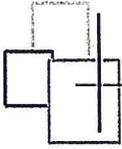
We, the undersigned members of the city council of the City of Ilwaco, Pacific County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and the voucher numbers 34885 through 34886 and electronic payments totalling \$15,815.24 are approved this 14th day of January, 2013.

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Council member



# Register

Number	Name	Print Date	Clearing Date	Amount
<b>Bank of the Pacific 8023281</b>				
<b>Check</b>				
<u>34941</u>	Bank of Pacific	1/14/2013		\$14,823.40
<u>34942</u>	City of Ilwaco	1/14/2013		\$1,886.97
<u>34988</u>	Association of WA Cities	1/14/2013		\$719.00
<u>34989</u>	Cartomation, Inc.	1/14/2013		\$50.00
<u>34990</u>	City of Ilwaco	1/14/2013		\$1,886.97
<u>34991</u>	City of Long Beach	1/14/2013		\$15,261.69
<u>34992</u>	Code Publishing, Inc.	1/14/2013		\$1,254.21
<u>34993</u>	Dennis CO	1/14/2013		\$53.82
<u>34994</u>	Evergreen Rural Water of Washington	1/14/2013		\$137.40
<u>34995</u>	Goulter Diamond Bar Ranch	1/14/2013		\$1,333.33
<u>34996</u>	Green River Community College/WETRC	1/14/2013		\$175.00
<u>34997</u>	Hach Company	1/14/2013		\$1,225.88
<u>34998</u>	Ilwaco Merchants Assoc.	1/14/2013		\$75.00
<u>34999</u>	International Municipal Signal Association	1/14/2013		\$190.00
<u>35000</u>	Lindstrom & Son Const.	1/14/2013		\$943.79
<u>35001</u>	Olympic Region Clean Air Agency	1/14/2013		\$421.00
<u>35002</u>	Pacific CO Auditor	1/14/2013		\$72.00
<u>35003</u>	Pacific CO Economic Development Council	1/14/2013		\$500.00
<u>35004</u>	Sid's IGA	1/14/2013		\$26.10
<u>35005</u>	Sunset Auto Parts Inc.	1/14/2013		\$11.60
<u>35006</u>	Tidy By The Sea, LLC	1/14/2013		\$390.00
<u>35007</u>	Turner, Mike	1/14/2013		\$412.00
<u>35008</u>	USA Blue Book	1/14/2013		\$1,706.41
<u>35009</u>	Vellkamp, Nancy	1/14/2013		\$412.00
<u>35010</u>	Vfis Benefits Division	1/14/2013		\$2,583.24
<u>35011</u>	WA State Dept. of Ecology	1/14/2013		\$52,153.94
<u>35012</u>	WA State Fire Fighters Association	1/14/2013		\$90.00
<u>35013</u>	William R. Penoyar, Attorney at Law	1/14/2013		\$412.00
<u>35014</u>	Williams, Thomas R	1/14/2013		\$39.88
	<b>Total Check</b>			<b>\$99,246.63</b>
	<b>Total 8023281</b>			<b>\$99,246.63</b>
	<b>Grand Total</b>			<b>\$99,246.63</b>

### CERTIFICATION

We, the undersigned do hereby certify under penalty of perjury that the material have been furnished, the services rendered or the labor performed that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation. The voucher numbers 34941, 34942 and 34988 through 35014 are approved for payment in the amount of: **\$99,246.63**

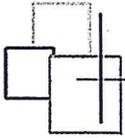
This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Council member



# Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
<b>Association of WA Cities</b>					
	34988			2013 - January - First meeting	
		Invoice - 1/8/2013 1:26:45 PM			
		12202012			
		001-000-000-519-90-49-00		Assoc of WA Cities (dues)	\$256.00
		<b>Total Invoice - 1/8/2013 1:26:45 PM</b>			<b>\$256.00</b>
		Invoice - 1/8/2013 1:29:56 PM			
		12212012			
		001-000-000-519-90-49-00		Assoc of WA Cities (dues)	\$463.00
		<b>Total Invoice - 1/8/2013 1:29:56 PM</b>			<b>\$463.00</b>
	<b>Total 34988</b>				<b>\$719.00</b>
<b>Total Association of WA Cities</b>					
<b>Bank of Pacific</b>					
	34941			2013 - January - First meeting	
		Invoice - 1/4/2013 8:42:18 AM			
		403-000-000-397-00-72-06		Trans From Sewer-B of P 2008	(\$14,823.40)
		403-000-000-582-35-72-06		B of P - 2008 - Principal	\$6,670.95
		403-000-000-592-35-80-06		B of P - 2008 - Interest	\$8,152.45
		409-000-000-597-00-00-15		TO 403 Wwtp-B of P 2008 Redemp	\$14,823.40
		<b>Total Invoice - 1/4/2013 8:42:18 AM</b>			<b>\$14,823.40</b>
	<b>Total 34941</b>				<b>\$14,823.40</b>
<b>Total Bank of Pacific</b>					
<b>Cartomation, Inc.</b>					
	34989			2013 - January - First meeting	
		Invoice - 1/9/2013 9:31:20 AM			
		001-000-000-557-20-41-00		Ilwaco Web Page	\$50.00
				GIS map storage	
		<b>Total Invoice - 1/9/2013 9:31:20 AM</b>			<b>\$50.00</b>
	<b>Total 34989</b>				<b>\$50.00</b>
<b>Total Cartomation, Inc.</b>					
<b>City of Ilwaco</b>					
	34942			2013 - January - First meeting	
		Invoice - 12/31/2012 10:15:57 AM			
		001-000-000-576-80-47-03		Storm Drainage	\$1,238.26
		401-000-000-534-00-47-03		Storm Drainage	\$556.87
		409-000-000-535-00-47-05		Storm Drainage	\$91.84
		<b>Total Invoice - 12/31/2012 10:15:57 AM</b>			<b>\$1,886.97</b>
	<b>Total 34942</b>				<b>\$1,886.97</b>
<b>Total City of Ilwaco</b>					
<b>City of Long Beach</b>					
	34990			2013 - January - First meeting	
		Invoice - 1/8/2013 1:23:55 PM			
		001-000-000-576-80-47-03		Storm Drainage	\$1,238.26
		401-000-000-534-00-47-03		Storm Drainage	\$556.87
		409-000-000-535-00-47-05		Storm Drainage	\$91.84
		<b>Total Invoice - 1/8/2013 1:23:55 PM</b>			<b>\$1,886.97</b>
	<b>Total 34990</b>				<b>\$1,886.97</b>
<b>Total City of Long Beach</b>					
<b>Code Publishing, Inc.</b>					
	34991			2013 - January - First meeting	
		Invoice - 1/9/2013 9:28:43 AM			
		001-000-000-521-10-50-00		Law Enforcement Contract	\$15,261.69
		<b>Total Invoice - 1/9/2013 9:28:43 AM</b>			<b>\$15,261.69</b>
	<b>Total 34991</b>				<b>\$15,261.69</b>
<b>Total City of Long Beach</b>					
<b>Code Publishing, Inc.</b>					
	34992			2013 - January - First meeting	
		Invoice - 1/8/2013 1:15:10 PM			
		42411			
		001-000-000-511-30-44-00		Official Publications	\$1,254.21
		<b>Total Invoice - 1/8/2013 1:15:10 PM</b>			<b>\$1,254.21</b>
	<b>Total 34992</b>				<b>\$1,254.21</b>
<b>Total Code Publishing, Inc.</b>					
<b>Dennis CO</b>					
	34993			2013 - January - First meeting	
		Invoice - 1/8/2013 12:43:16 PM			
		416778			
		001-000-000-522-10-31-00		Office & Operating Supplies	\$41.99
		<b>Total Invoice - 1/8/2013 12:43:16 PM</b>			<b>\$41.99</b>
		Invoice - 1/8/2013 1:13:02 PM			
		416691			
		401-000-000-534-00-31-00		Operation & Maintenance	\$11.83

	Total Invoice - 1/8/2013 1:13:02 PM		\$11.83
Total 34993			\$53.82
Total Dennis CO			\$53.82
Evergreen Rural Water of Washington			
34994	2013 - January - First meeting		
	Invoice - 1/9/2013 9:35:59 AM		
	23346		
	401-000-000-534-00-41-00	Professional Services	\$137.40
	Total Invoice - 1/9/2013 9:35:59 AM		\$137.40
Total 34994			\$137.40
Total Evergreen Rural Water of Washington			\$137.40
Goulter Diamond Bar Ranch			
34995	2013 - January - First meeting		
	Invoice - 1/9/2013 9:31:12 AM		
	409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$1,333.33
	sludge site		
	Total Invoice - 1/9/2013 9:31:12 AM		\$1,333.33
Total 34995			\$1,333.33
Total Goulter Diamond Bar Ranch			\$1,333.33
Green River Community College/WETRC			
34996	2013 - January - First meeting		
	Invoice - 1/9/2013 9:34:41 AM		
	123766		
	401-000-000-534-00-49-01	Safety Training	\$175.00
	Total Invoice - 1/9/2013 9:34:41 AM		\$175.00
Total 34996			\$175.00
Total Green River Community College/WETRC			\$175.00
Hach Company			
34997	2013 - January - First meeting		
	Invoice - 1/9/2013 9:36:49 AM		
	8094081		
	401-000-000-534-00-31-01	Chemicals	\$1,225.88
	Total Invoice - 1/9/2013 9:36:49 AM		\$1,225.88
Total 34997			\$1,225.88
Total Hach Company			\$1,225.88
Illwaco Merchants Assoc.			
34998	2013 - January - First meeting		
	Invoice - 1/9/2013 3:38:05 PM		
	annual membership		
	001-000-000-514-20-49-00	Miscellaneous	\$75.00
	Total Invoice - 1/9/2013 3:38:05 PM		\$75.00
Total 34998			\$75.00
Total Illwaco Merchants Assoc.			\$75.00
International Municipal Signal Association			
34999	2013 - January - First meeting		
	Invoice - 1/9/2013 9:01:08 AM		
	M130030		
	001-000-000-522-10-42-00	Communication	\$190.00
	Total Invoice - 1/9/2013 9:01:08 AM		\$190.00
Total 34999			\$190.00
Total International Municipal Signal Association			\$190.00
Lindstrom & Son Const.			
35000	2013 - January - First meeting		
	Invoice - 1/9/2013 1:10:45 PM		
	13725		
	401-000-000-534-00-48-01	Water Line Replacement	\$943.79
	Total Invoice - 1/9/2013 1:10:45 PM		\$943.79
Total 35000			\$943.79
Total Lindstrom & Son Const.			\$943.79
Olympic Region Clean Air Agency			
35001	2013 - January - First meeting		
	Invoice - 1/9/2013 9:01:48 AM		
	425		
	001-000-000-531-70-51-00	Air Pollution Control	\$421.00
	Total Invoice - 1/9/2013 9:01:48 AM		\$421.00
Total 35001			\$421.00
Total Olympic Region Clean Air Agency			\$421.00
Pacific CO Auditor			
35002	2013 - January - First meeting		
	Invoice - 1/8/2013 12:49:17 PM		
	Lien Release		
	401-000-000-534-00-31-00	Operation & Maintenance	\$72.00
	Total Invoice - 1/8/2013 12:49:17 PM		\$72.00
Total 35002			\$72.00
Total Pacific CO Auditor			\$72.00
Pacific CO Economic Development Council			
35003	2013 - January - First meeting		
	Invoice - 1/8/2013 1:35:35 PM		
	001-000-000-519-90-49-03	Pacific County Edc	\$500.00
	Total Invoice - 1/8/2013 1:35:35 PM		\$500.00
Total 35003			\$500.00
Total Pacific CO Economic Development Council			\$500.00

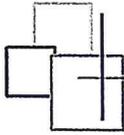
Sid's IGA					
	35004		2013 - January - First meeting		
		Invoice - 1/8/2013 12:44:06 PM			
		010713			
		409-000-000-535-00-31-01	Operations And Maintenance		\$26.10
		Total Invoice - 1/8/2013 12:44:06 PM			\$26.10
	Total 35004				\$26.10
Total Sid's IGA					\$26.10
Sunset Auto Parts Inc.					
	35005		2013 - January - First meeting		
		Invoice - 1/9/2013 9:06:03 AM			
		7556980			
		001-000-000-522-10-48-00	Repair & Maintenance		\$11.60
		Total Invoice - 1/9/2013 9:06:03 AM			\$11.60
	Total 35005				\$11.60
Total Sunset Auto Parts Inc.					\$11.60
Tidy By The Sea, LLC					
	35006		2013 - January - First meeting		
		Invoice - 1/9/2013 9:31:37 AM			
		001-000-000-514-20-31-00	Office & Operating Supplies		\$65.00
		001-000-000-572-50-41-00	Custodian Library		\$325.00
		Total Invoice - 1/9/2013 9:31:37 AM			\$390.00
	Total 35006				\$390.00
Total Tidy By The Sea, LLC					\$390.00
Turner, Mike					
	35007		2013 - January - First meeting		
		Invoice - 1/9/2013 9:30:57 AM			
		001-000-000-512-40-51-00	Municipal Court Services		\$412.00
			Court services		
		Total Invoice - 1/9/2013 9:30:57 AM			\$412.00
	Total 35007				\$412.00
Total Turner, Mike					\$412.00
USA Blue Book					
	35008		2013 - January - First meeting		
		Invoice - 1/9/2013 9:32:50 AM			
		849095			
		401-000-000-534-00-35-01	Small Tools & Equipment - Lab		\$1,706.41
		Total Invoice - 1/9/2013 9:32:50 AM			\$1,706.41
	Total 35008				\$1,706.41
Total USA Blue Book					\$1,706.41
Veltkamp, Nancy					
	35009		2013 - January - First meeting		
		Invoice - 1/9/2013 9:30:44 AM			
		001-000-000-512-40-51-00	Municipal Court Services		\$412.00
			Court services		
		Total Invoice - 1/9/2013 9:30:44 AM			\$412.00
	Total 35009				\$412.00
Total Veltkamp, Nancy					\$412.00
Vfis Benefits Division					
	35010		2013 - January - First meeting		
		Invoice - 1/8/2013 1:36:22 PM			
		001-000-000-522-10-20-02	Life & Disability Insurance		\$2,583.24
		Total Invoice - 1/8/2013 1:36:22 PM			\$2,583.24
	Total 35010				\$2,583.24
Total Vfis Benefits Division					\$2,583.24
WA State Dept. of Ecology					
	35011		2013 - January - First meeting		
		Invoice - 1/9/2013 9:24:09 AM			
		111412			
		403-000-000-397-00-70-02	Transfer From Sewer Srf 94-08		(\$52,153.94)
		403-000-000-582-35-72-01	Srf 94-08 Principal Only		\$52,153.94
		409-000-000-597-00-00-04	Wwtp - TO 403 Srf Redemption		\$52,153.94
		Total Invoice - 1/9/2013 9:24:09 AM			\$52,153.94
	Total 35011				\$52,153.94
Total WA State Dept. of Ecology					\$52,153.94
WA State Fire Fighters Association					
	35012		2013 - January - First meeting		
		Invoice - 1/9/2013 9:07:16 AM			
		annual renewal			
		001-000-000-522-10-31-00	Office & Operating Supplies		\$90.00
		Total Invoice - 1/9/2013 9:07:16 AM			\$90.00
	Total 35012				\$90.00
Total WA State Fire Fighters Association					\$90.00
William R. Penoyar, Attorney at Law					
	35013		2013 - January - First meeting		
		Invoice - 1/9/2013 9:30:35 AM			
		001-000-000-512-40-51-00	Municipal Court Services		\$412.00
		Total Invoice - 1/9/2013 9:30:35 AM			\$412.00
	Total 35013				\$412.00
Total William R. Penoyar, Attorney at Law					\$412.00
Williams, Thomas R					
	35014		2013 - January - First meeting		

Invoice - 1/9/2013 3:37:38 PM  
reimburse for lightbulbs  
001-000-000-522-10-31-00  
Total Invoice - 1/9/2013 3:37:38 PM

Office & Operating Supplies \$39.88  
\$39.88  
\$39.88  
\$99,246.63

Total 35014  
Total Williams, Thomas R  
Grand Total

Vendor Count 28



# Register

Number	Name	Print Date	Clearing Date	Amount
<b>Bank of the Pacific</b>		<b>8023281</b>		
<b>Check</b>				
<u>34943</u>	A-1 Redi Mix	12/31/2012		\$59.29
<u>34944</u>	ABECO Office Systems	12/31/2012		\$60.94
<u>34945</u>	ALS Environmental	12/31/2012		\$434.00
<u>34946</u>	Alsco-American Linen Div.	12/31/2012		\$34.70
<u>34947</u>	Art's Auto Parts, Inc.	12/31/2012		\$5.66
<u>34948</u>	Baileys Saw Shop Inc.	12/31/2012		\$97.01
<u>34949</u>	Calvert Technical Services, Inc.	12/31/2012		\$4,928.08
<u>34950</u>	Cascade Columbia Distribution	12/31/2012		\$497.28
<u>34951</u>	Century Manufacturing	12/31/2012		\$990.00
<u>34952</u>	Chinook Observer	12/31/2012		\$237.00
<u>34953</u>	City of Ilwaco	12/31/2012		\$1,745.70
<u>34954</u>	Dennis CO	12/31/2012		Void
<u>34955</u>	Electrical Specialties, Inc.	12/31/2012		Void
<u>34956</u>	Englund Marine Supply Inc	12/31/2012		Void
<u>34957</u>	Evergreen Septic Service	12/31/2012		Void
<u>34958</u>	Gray & Osborne, Inc.	12/31/2012		Void
<u>34959</u>	IFOCUS Consulting	12/31/2012		Void
<u>34960</u>	K & L Supply, Inc.	12/31/2012		Void
<u>34961</u>	LEAF	12/31/2012		Void
<u>34962</u>	Lindstrom & Son Const.	12/31/2012		\$2,312.85
<u>34963</u>	Naselle Rock & Asphalt	12/31/2012		\$3,015.41
<u>34964</u>	Oman & Son	12/31/2012		\$64.06
<u>34965</u>	One Call Concepts, Inc.	12/31/2012		\$7.92
<u>34966</u>	Pacific CO Auditor	12/31/2012		\$32.00
<u>34967</u>	Peninsula Sanitation Service, Inc.	12/31/2012		\$365.82
<u>34968</u>	Pitney Bowes, Inc.	12/31/2012		\$500.00
<u>34969</u>	Reynolds, Heather	12/31/2012		\$1,207.00
<u>34970</u>	Serious Foods LLC	12/31/2012		\$93.75
<u>34971</u>	Sid's IGA	12/31/2012		\$31.04
<u>34972</u>	Siemens Industry Inc.	12/31/2012		\$3,489.84
<u>34973</u>	Sunset Auto Parts Inc.	12/31/2012		\$358.32
<u>34974</u>	Tangly Cottage Gardening	12/31/2012		\$45.28
<u>34975</u>	Tuscany Cafe	12/31/2012		\$200.22
<u>34976</u>	Verizon Wireless	12/31/2012		\$103.80
<u>34977</u>	Visa	12/31/2012		\$74.78
<u>34978</u>	Wadsworth Electric	12/31/2012		\$1,898.24
<u>34979</u>	Wilcox & Flegel Oil Co.	12/31/2012		\$285.53
<u>34980</u>	Dennis CO	12/31/2012		\$301.88
<u>34981</u>	Electrical Specialties, Inc.	12/31/2012		\$184.35
<u>34982</u>	Englund Marine Supply Inc	12/31/2012		\$235.12
<u>34983</u>	Evergreen Septic Service	12/31/2012		\$70.00
<u>34984</u>	Gray & Osborne, Inc.	12/31/2012		\$20,776.35
<u>34985</u>	IFOCUS Consulting	12/31/2012		\$1,252.50
<u>34986</u>	K & L Supply, Inc.	12/31/2012		\$203.36
<u>34987</u>	LEAF	12/31/2012		\$129.88
<u>35015</u>	Lindstrom & Son Const.	12/31/2012		\$1,084.47
<u>Payment - 1/3/2013 11:50:39 AM</u>	Bank of Pacific	1/3/2013	1/3/2013	\$5.00
<u>Payment - 12/26/2012 4:28:49 PM</u>	Total Merchant Concepts	12/26/2012	12/26/2012	\$93.01
	<b>Total Check</b>			<b>\$47,511.44</b>
	<b>Total 8023281</b>			<b>\$47,511.44</b>
<b>Bank of the Pacific</b>		<b>8023303</b>		
<b>Check</b>				
<u>Payment - 12/26/2012 4:29:06 PM</u>	Usda - #4	12/26/2012	12/26/2012	\$13,264.00
<u>Payment - 12/26/2012 4:29:31 PM</u>	WA State Dept of Revenue	12/26/2012	1/3/2013	\$4,577.80
	<b>Total Check</b>			<b>\$17,841.80</b>
	<b>Total 8023303</b>			<b>\$17,841.80</b>
	<b>Grand Total</b>			<b>\$65,353.24</b>

**CERTIFICATION**

We, the undersigned do hereby certify under penalty of perjury that the material have been furnished, the services rendered or the labor performed that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation. The voucher numbers 34943 through 34987 & 35015 and electronic payments are approved for payment in the amount of: \$65,353.24

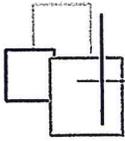
This \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Council member



# Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
<b>A-1 Redi Mix</b>					
	34943			<b>2012 - December - Manual &amp; Open</b>	
		Invoice - 12/31/2012 9:08:25 AM			
		13732			
		401-000-000-534-00-31-00		Operation & Maintenance	\$59.29
		<b>Total Invoice - 12/31/2012 9:08:25 AM</b>			<b>\$59.29</b>
	<b>Total 34943</b>				<b>\$59.29</b>
<b>Total A-1 Redi Mix</b>					
<b>ABECO Office Systems</b>					
	34944			<b>2012 - December - Manual &amp; Open</b>	
		Invoice - 1/3/2013 1:01:51 PM			
		1198186-0			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$15.24
		101-000-000-543-30-30-00		Office And Operating	\$15.24
		401-000-000-534-00-31-00		Operation & Maintenance	\$15.24
		409-000-000-535-00-31-01		Operations And Maintenance	\$15.22
		<b>Total Invoice - 1/3/2013 1:01:51 PM</b>			<b>\$60.94</b>
	<b>Total 34944</b>				<b>\$60.94</b>
<b>Total ABECO Office Systems</b>					
<b>ALS Environmental</b>					
	34945			<b>2012 - December - Manual &amp; Open</b>	
		Invoice - 12/27/2012 9:24:31 AM			
		51-207258-0			
		401-000-000-534-00-31-00		Operation & Maintenance	\$434.00
		<b>Total Invoice - 12/27/2012 9:24:31 AM</b>			<b>\$434.00</b>
	<b>Total 34945</b>				<b>\$434.00</b>
<b>Total ALS Environmental</b>					
<b>Alsco-American Linen Div.</b>					
	34946			<b>2012 - December - Manual &amp; Open</b>	
		Invoice - 1/3/2013 1:01:20 PM			
		LPOR868060			
		001-000-000-576-80-31-00		Office & Operating Supplies	\$8.68
		101-000-000-543-30-30-00		Office And Operating	\$8.68
		401-000-000-534-00-31-00		Operation & Maintenance	\$8.68
		409-000-000-535-00-31-01		Operations And Maintenance	\$8.66
		<b>Total Invoice - 1/3/2013 1:01:20 PM</b>			<b>\$34.70</b>
	<b>Total 34946</b>				<b>\$34.70</b>
<b>Total Alsco-American Linen Div.</b>					
<b>Art's Auto Parts, Inc.</b>					
	34947			<b>2012 - December - Manual &amp; Open</b>	
		Invoice - 12/31/2012 9:05:16 AM			
		106897			
		101-000-000-543-30-30-00		Office And Operating	\$5.66
		<b>Total Invoice - 12/31/2012 9:05:16 AM</b>			<b>\$5.66</b>
	<b>Total 34947</b>				<b>\$5.66</b>
<b>Total Art's Auto Parts, Inc.</b>					
<b>Baileys Saw Shop Inc.</b>					
	34948			<b>2012 - December - Manual &amp; Open</b>	
		Invoice - 1/3/2013 1:06:03 PM			
		121212006			
		001-000-000-576-80-48-00		Repairs & Maintenance	\$21.56
		<b>Total Invoice - 1/3/2013 1:06:03 PM</b>			<b>\$21.56</b>
		Invoice - 1/3/2013 1:05:45 PM			
		121212004			
		001-000-000-576-80-48-00		Repairs & Maintenance	\$4.85
		<b>Total Invoice - 1/3/2013 1:05:45 PM</b>			<b>\$4.85</b>
		Invoice - 1/3/2013 1:02:45 PM			
		120412003			
		001-000-000-576-80-48-00		Repairs & Maintenance	\$70.60
		<b>Total Invoice - 1/3/2013 1:02:45 PM</b>			<b>\$70.60</b>
	<b>Total 34948</b>				<b>\$97.01</b>
<b>Total Baileys Saw Shop Inc.</b>					
<b>Bank of Pacific</b>					
		Payment - 1/3/2013 11:50:39 AM		<b>2012 - December - Manual &amp; Open</b>	
		Invoice - 1/3/2013 11:49:21 AM			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$5.00
		<b>Total Invoice - 1/3/2013 11:49:21 AM</b>			<b>\$5.00</b>
	<b>Total Payment - 1/3/2013 11:50:39 AM</b>				<b>\$5.00</b>
	<b>Total Bank of Pacific</b>				<b>\$5.00</b>

Calvert Technical Services, Inc.  
34949

2012 - December - Manual & Open

Invoice - 1/8/2013 8:54:16 AM		
3366		
409-000-000-594-64-35-01	Machinery & Equipment	\$3,519.13
Total Invoice - 1/8/2013 8:54:16 AM		\$3,519.13
Invoice - 1/8/2013 8:55:18 AM		
3367		
409-000-000-594-64-35-01	Machinery & Equipment	\$1,408.95
Total Invoice - 1/8/2013 8:55:18 AM		\$1,408.95
Total 34949		\$4,928.08

Total Calvert Technical Services, Inc.  
Cascade Columbia Distribution Co.  
34950

2012 - December - Manual & Open

Invoice - 12/27/2012 9:25:21 AM		
583169		
401-000-000-534-00-31-01	Chemicals	\$852.61
Total Invoice - 12/27/2012 9:25:21 AM		\$852.61
Invoice - 1/3/2013 1:10:11 PM		
504674		
401-000-000-534-00-31-01	Chemicals	(\$355.33)
Total Invoice - 1/3/2013 1:10:11 PM		(\$355.33)
Total 34950		\$497.28

Total Cascade Columbia Distribution Co.  
Century Manufacturing Corporation  
34951

2012 - December - Manual & Open

Invoice - 1/8/2013 8:48:24 AM		
517661		
001-000-000-576-80-31-00	Office & Operating Supplies	\$198.00
101-000-000-543-30-30-01	Gasoline & Oil Products	\$198.00
401-000-000-534-00-32-00	Gasoline	\$198.00
408-000-000-531-00-32-00	Gas/Oil Products	\$198.00
409-000-000-535-00-32-00	Gas/oil Products	\$198.00
Total Invoice - 1/8/2013 8:48:24 AM		\$990.00
Total 34951		\$990.00

Total Century Manufacturing Corporation  
Chinook Observer  
34952

2012 - December - Manual & Open

Invoice - 12/27/2012 5:52:28 PM		
420-12		
001-000-000-511-30-44-00	Official Publications	\$94.80
Total Invoice - 12/27/2012 5:52:28 PM		\$94.80
Invoice - 12/27/2012 5:53:14 PM		
418-12		
001-000-000-511-30-44-00	Official Publications	\$47.40
Total Invoice - 12/27/2012 5:53:14 PM		\$47.40
Invoice - 12/27/2012 5:51:55 PM		
421-12		
001-000-000-511-30-44-00	Official Publications	\$47.40
Total Invoice - 12/27/2012 5:51:55 PM		\$47.40
Invoice - 12/27/2012 5:52:53 PM		
419-12		
001-000-000-511-30-44-00	Official Publications	\$47.40
Total Invoice - 12/27/2012 5:52:53 PM		\$47.40
Total 34952		\$237.00

Total Chinook Observer  
City of Ilwaco  
34953

2012 - December - Manual & Open

Invoice - 12/27/2012 1:33:33 PM		
001-000-000-511-60-47-02	City Sewer - Museum	\$95.02
001-000-000-514-20-47-02	Water - City Hall	\$40.87
001-000-000-514-20-47-03	Sewer - City Hall	\$95.02
001-000-000-514-20-47-04	Storm Drainage	\$24.38
001-000-000-522-50-47-01	Water	\$159.48
001-000-000-522-50-47-02	Sewer	\$95.02
001-000-000-522-50-47-03	Storm Drainage	\$59.36
001-000-000-572-50-47-01	City Water	\$143.49
001-000-000-572-50-47-02	City Sewer	\$95.02
001-000-000-572-50-47-03	Storm Drainage	\$9.54
001-000-000-576-80-47-01	Water-Parks, Sprinklers, Bklk	\$237.02
001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$190.04
001-000-000-576-80-47-03	Storm Drainage	\$28.62
409-000-000-535-00-47-02	Water	\$349.18
409-000-000-535-00-47-03	Sewer	\$95.02
409-000-000-535-00-47-05	Storm Drainage	\$28.62
Total Invoice - 12/27/2012 1:33:33 PM		\$1,745.70
Total 34953		\$1,745.70

Total City of Ilwaco  
Dennis CO  
34980

2012 - December - Manual & Open

Invoice - 1/9/2013 1:20:12 PM

415865	001-000-000-522-10-31-00	Office & Operating Supplies	\$20.30
<b>Total Invoice - 1/9/2013 1:20:12 PM</b>			<b>\$20.30</b>
Invoice - 1/9/2013 1:21:23 PM			
415658	001-000-000-576-80-31-00	Office & Operating Supplies	\$42.60
<b>Total Invoice - 1/9/2013 1:21:23 PM</b>			<b>\$42.60</b>
Invoice - 1/9/2013 1:20:49 PM			
415682	001-000-000-576-80-31-00	Office & Operating Supplies	\$34.22
<b>Total Invoice - 1/9/2013 1:20:49 PM</b>			<b>\$34.22</b>
Invoice - 12/31/2012 9:23:26 AM			
416325	401-000-000-534-00-31-00	Operation & Maintenance	\$64.55
<b>Total Invoice - 12/31/2012 9:23:26 AM</b>			<b>\$64.55</b>
Invoice - 1/9/2013 1:19:33 PM			
416353	401-000-000-534-00-31-00	Operation & Maintenance	\$27.11
<b>Total Invoice - 1/9/2013 1:19:33 PM</b>			<b>\$27.11</b>
Invoice - 12/31/2012 9:28:51 AM			
416509	401-000-000-534-00-31-00	Operation & Maintenance	\$19.38
<b>Total Invoice - 12/31/2012 9:28:51 AM</b>			<b>\$19.38</b>
Invoice - 12/31/2012 9:29:44 AM			
416523	401-000-000-534-00-31-00	Operation & Maintenance	\$5.38
<b>Total Invoice - 12/31/2012 9:29:44 AM</b>			<b>\$5.38</b>
Invoice - 12/31/2012 9:30:15 AM			
416211	401-000-000-534-00-31-00	Operation & Maintenance	\$88.34
<b>Total Invoice - 12/31/2012 9:30:15 AM</b>			<b>\$88.34</b>
			<b>\$301.88</b>
			<b>\$301.88</b>

**Total 34980**  
**Total Dennis CO**  
**Electrical Specialties, Inc.**  
**34981**

**2012 - December - Manual & Open**

Invoice - 1/8/2013 8:57:48 AM			
523	001-000-000-522-10-31-00	Office & Operating Supplies	\$184.35
<b>Total Invoice - 1/8/2013 8:57:48 AM</b>			<b>\$184.35</b>
			<b>\$184.35</b>
			<b>\$184.35</b>

**Total 34981**  
**Total Electrical Specialties, Inc.**  
**Englund Marine Supply Inc**  
**34982**

**2012 - December - Manual & Open**

Invoice - 1/8/2013 9:20:48 AM			
220342	001-000-000-522-10-31-00	Office & Operating Supplies	\$26.82
<b>Total Invoice - 1/8/2013 9:20:48 AM</b>			<b>\$26.82</b>
Invoice - 1/8/2013 12:31:15 PM			
220318	001-000-000-576-80-48-00	Repairs & Maintenance	\$4.81
	101-000-000-542-40-32-00	Storm Drainage Supplies	\$4.81
	401-000-000-534-00-31-00	Operation & Maintenance	\$4.81
	408-000-000-531-00-31-01	Operations & Maintenance	\$4.81
<b>Total Invoice - 1/8/2013 12:31:15 PM</b>			<b>\$19.24</b>
Invoice - 1/8/2013 12:24:36 PM			
219868	001-000-000-576-80-48-00	Repairs & Maintenance	\$1.65
	101-000-000-542-40-32-00	Storm Drainage Supplies	\$1.66
	401-000-000-534-00-31-00	Operation & Maintenance	\$1.66
	409-000-000-535-00-31-01	Operations And Maintenance	\$1.66
<b>Total Invoice - 1/8/2013 12:24:36 PM</b>			<b>\$6.63</b>
Invoice - 1/8/2013 12:37:34 PM			
220487	101-000-000-542-40-32-00	Storm Drainage Supplies	\$64.63
<b>Total Invoice - 1/8/2013 12:37:34 PM</b>			<b>\$64.63</b>
Invoice - 1/8/2013 12:29:29 PM			
219959	101-000-000-542-40-32-00	Storm Drainage Supplies	\$1.04
	401-000-000-534-00-31-00	Operation & Maintenance	\$1.04
	409-000-000-535-00-31-01	Operations And Maintenance	\$1.04
<b>Total Invoice - 1/8/2013 12:29:29 PM</b>			<b>\$3.12</b>
Invoice - 1/8/2013 12:30:49 PM			
220055	401-000-000-534-00-31-00	Operation & Maintenance	\$18.68
<b>Total Invoice - 1/8/2013 12:30:49 PM</b>			<b>\$18.68</b>
Invoice - 1/8/2013 12:36:17 PM			
220328	401-000-000-534-00-31-00	Operation & Maintenance	\$83.30
<b>Total Invoice - 1/8/2013 12:36:17 PM</b>			<b>\$83.30</b>
Invoice - 1/8/2013 12:36:40 PM			
220408			

	409-000-000-535-00-31-01	Operations And Maintenance	\$12.70
	Total Invoice - 1/8/2013 12:36:40 PM		\$12.70
<b>Total 34982</b>			<b>\$235.12</b>
<b>Total Englund Marine Supply Inc</b>			<b>\$235.12</b>
<b>Evergreen Septic Service</b>			
<b>34983</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 1/8/2013 4:45:10 PM		
	13332		
	001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$70.00
	Total Invoice - 1/8/2013 4:45:10 PM		\$70.00
			\$70.00
			\$70.00
<b>Total 34983</b>			
<b>Total Evergreen Septic Service</b>			
<b>Gray &amp; Osborne, Inc.</b>			
<b>34984</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 12/27/2012 5:40:33 PM		
	12571.00-1		
	001-000-000-558-60-41-00	Planner Services	\$564.71
	Total Invoice - 12/27/2012 5:40:33 PM		\$564.71
	Invoice - 12/27/2012 9:26:03 AM		
	12555.00-3		
	401-000-000-594-34-41-01	Engineering - Plant	\$9,702.87
	Total Invoice - 12/27/2012 9:26:03 AM		\$9,702.87
	Invoice - 12/27/2012 5:38:45 PM		
	12460.00-9		
	401-000-000-594-34-41-02	Engineering - Distribution	\$5,235.72
	Total Invoice - 12/27/2012 5:38:45 PM		\$5,235.72
	Invoice - 12/27/2012 9:26:42 AM		
	12459.00-9		
	401-000-000-594-34-41-02	Engineering - Distribution	\$4,241.34
	Total Invoice - 12/27/2012 9:26:42 AM		\$4,241.34
	Invoice - 12/27/2012 5:39:36 PM		
	12564.00-3		
	409-000-000-594-63-35-02	Engineering - Collection System	\$1,031.71
	Total Invoice - 12/27/2012 5:39:36 PM		\$1,031.71
			\$20,776.35
			\$20,776.35
<b>Total 34984</b>			
<b>Total Gray &amp; Osborne, Inc.</b>			
<b>IFOCUS Consulting</b>			
<b>34985</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 1/8/2013 9:24:24 AM		
	6160		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$208.75
	001-000-000-576-80-31-00	Office & Operating Supplies	\$208.75
	101-000-000-543-30-30-00	Office And Operating	\$208.75
	401-000-000-534-00-31-00	Operation & Maintenance	\$208.75
	408-000-000-531-00-31-01	Operations & Maintenance	\$208.75
	409-000-000-535-00-31-01	Operations And Maintenance	\$208.75
	Total Invoice - 1/8/2013 9:24:24 AM		\$1,252.50
			\$1,252.50
			\$1,252.50
<b>Total 34985</b>			
<b>Total IFOCUS Consulting</b>			
<b>K &amp; L Supply, Inc.</b>			
<b>34986</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 1/8/2013 9:32:10 AM		
	36011		
	409-000-000-535-00-31-01	Operations And Maintenance	\$203.36
	Total Invoice - 1/8/2013 9:32:10 AM		\$203.36
			\$203.36
			\$203.36
<b>Total 34986</b>			
<b>Total K &amp; L Supply, Inc.</b>			
<b>LEAF</b>			
<b>34987</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 1/8/2013 9:32:47 AM		
	4208766		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$22.08
	001-000-000-522-10-31-00	Office & Operating Supplies	\$20.78
	101-000-000-543-30-30-00	Office And Operating	\$22.08
	401-000-000-534-00-31-00	Operation & Maintenance	\$22.08
	408-000-000-531-00-31-01	Operations & Maintenance	\$20.78
	409-000-000-535-00-31-01	Operations And Maintenance	\$22.08
	Total Invoice - 1/8/2013 9:32:47 AM		\$129.88
			\$129.88
			\$129.88
<b>Total 34987</b>			
<b>Total LEAF</b>			
<b>Lindstrom &amp; Son Const.</b>			
<b>34962</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 1/8/2013 9:33:39 AM		
	13719		
	401-000-000-534-00-48-01	Water Line Replacement	\$2,312.85
	Total Invoice - 1/8/2013 9:33:39 AM		\$2,312.85
			\$2,312.85
<b>Total 34962</b>			
<b>35015</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 1/10/2013 9:32:46 AM		
	13718		
	101-000-000-595-30-65-00	Roadway Construction	\$542.24

	408-000-000-594-00-64-00	Drainage Construction	\$542.23
	Total Invoice - 1/10/2013 9:32:46 AM		\$1,084.47
			\$1,084.47
			\$3,397.32
<b>Total 35015</b>			
<b>Total Lindstrom &amp; Son Const.</b>			
<b>Naselle Rock &amp; Asphalt</b>			
<b>34963</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 1/8/2013 9:55:42 AM		
	22665		
	101-000-000-542-30-31-00	Roadway Operating	\$140.41
	Total Invoice - 1/8/2013 9:55:42 AM		\$140.41
	Invoice - 1/8/2013 9:36:43 AM		
	22743		
	401-000-000-534-00-48-01	Water Line Replacement	\$2,875.00
	Total Invoice - 1/8/2013 9:36:43 AM		\$2,875.00
			\$3,015.41
			\$3,015.41
<b>Total 34963</b>			
<b>Total Naselle Rock &amp; Asphalt</b>			
<b>Oman &amp; Son</b>			
<b>34964</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 1/8/2013 10:01:14 AM		
	162742		
	401-000-000-534-00-31-00	Operation & Maintenance	\$2.64
	Total Invoice - 1/8/2013 10:01:14 AM		\$2.64
	Invoice - 1/8/2013 10:00:58 AM		
	162576		
	409-000-000-535-00-31-01	Operations And Maintenance	\$32.32
	Total Invoice - 1/8/2013 10:00:58 AM		\$32.32
	Invoice - 1/8/2013 9:59:55 AM		
	162501		
	409-000-000-535-00-31-01	Operations And Maintenance	\$29.10
	Total Invoice - 1/8/2013 9:59:55 AM		\$29.10
			\$64.06
			\$64.06
<b>Total 34964</b>			
<b>Total Oman &amp; Son</b>			
<b>One Call Concepts, Inc.</b>			
<b>34965</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 1/8/2013 9:37:51 AM		
	2129069		
	101-000-000-543-30-30-00	Office And Operating	\$2.64
	401-000-000-534-00-31-00	Operation & Maintenance	\$2.64
	409-000-000-535-00-31-01	Operations And Maintenance	\$2.64
	Total Invoice - 1/8/2013 9:37:51 AM		\$7.92
			\$7.92
			\$7.92
<b>Total 34965</b>			
<b>Total One Call Concepts, Inc.</b>			
<b>Pacific CO Auditor</b>			
<b>34966</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 12/31/2012 9:46:18 AM		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$32.00
	001-000-000-514-20-31-00	Office & Operating Supplies	(\$72.00)
	401-000-000-534-00-31-06	Office & Customer Service	\$72.00
	Total Invoice - 12/31/2012 9:46:18 AM		\$32.00
			\$32.00
			\$32.00
<b>Total 34966</b>			
<b>Total Pacific CO Auditor</b>			
<b>Peninsula Sanitation Service, Inc.</b>			
<b>34967</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 1/8/2013 1:41:06 PM		
	001-000-000-514-20-47-01	Garbage Bills	\$275.24
	409-000-000-535-00-47-04	Garbage Services	\$90.58
	Total Invoice - 1/8/2013 1:41:06 PM		\$365.82
			\$365.82
			\$365.82
<b>Total 34967</b>			
<b>Total Peninsula Sanitation Service, Inc.</b>			
<b>Pitney Bowes, Inc.</b>			
<b>34968</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 1/8/2013 9:38:40 AM		
	401-000-000-534-00-31-00	Operation & Maintenance	\$250.00
	409-000-000-535-00-31-01	Operations And Maintenance	\$250.00
	Total Invoice - 1/8/2013 9:38:40 AM		\$500.00
			\$500.00
			\$500.00
<b>Total 34968</b>			
<b>Total Pitney Bowes, Inc.</b>			
<b>Reynolds, Heather</b>			
<b>34969</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 1/8/2013 9:40:13 AM		
	Dec 2012		
	001-000-000-515-20-41-00	Legal Services	\$1,207.00
	Total Invoice - 1/8/2013 9:40:13 AM		\$1,207.00
			\$1,207.00
			\$1,207.00
<b>Total 34969</b>			
<b>Total Reynolds, Heather</b>			
<b>Serious Foods LLC</b>			
<b>34970</b>			
		<b>2012 - December - Manual &amp; Open</b>	
	Invoice - 12/27/2012 5:48:09 PM		
	001-000-000-321-60-00-00	Business Licence Tax	\$93.75
	Total Invoice - 12/27/2012 5:48:09 PM		\$93.75
			\$93.75
<b>Total 34970</b>			





# Long Beach Police

P.O. Box 795  
Long Beach, WA 98631

lbpchief@centurytel.net

Phone 360-642-2911  
Fax 360-642-5273

01-01-13

Page 1 of 4

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for December 2012

During the month of December the Long Beach Police Department handled the following cases and calls:

## Long Beach

**629** Total Incidents  
Aid Call Assists: 4  
Alarms: 9  
Animal Complaints: 10  
Assaults: 5  
Assists: 61  
(Includes 11 Law Enforcement Agency Assists Outside City Boundaries)  
Burglaries: 16  
Disturbance: 11  
Drug Inv.: 3  
Fire Call Assists: 0  
Follow Up: 105  
Found/Lost Property: 9  
Harassment: 10  
Malicious Mischief: 14  
MIP – Alcohol: 2  
MIP – Tobacco: 0  
Missing Person: 2  
Prowler: 2  
Runaway: 1  
Security Checks: 287  
Suspicious: 24  
Thefts: 13  
Traffic Accidents: 5  
Traffic Complaints: 5  
Traffic Tickets: 5  
Traffic Warnings: 6  
Trespass: 3  
Warrant Arrests: 11  
Welfare Checks: 6

## Ilwaco

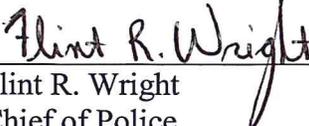
**324** Total Incidents  
Aid Call Assists: 1  
Alarms: 0  
Animal Complaints: 11  
Assaults: 6  
Assists: 19  
Burglaries: 0  
Disturbance: 4  
Drug Inv.: 1  
Fire Call Assists: 2  
Follow Up: 41  
Found/Lost Property: 3  
Harassment: 5  
Malicious Mischief: 4  
MIP – Alcohol: 0  
MIP – Tobacco: 0  
Missing Person: 0  
Prowler: 2  
Runaway: 0  
Security Checks: 175  
Suspicious: 10  
Thefts: 1  
Traffic Accidents: 3  
Traffic Complaints: 7  
Traffic Tickets: 18  
Traffic Warnings: 6  
Trespass: 0  
Warrant Arrests: 0  
Welfare Checks: 5

On December 1<sup>st</sup> I, along with Sergeant Kevin Martin, Officers Jeff Cutting and Casey Meling, deputies from the Pacific County Sheriff's Department and a trooper from the Washington State Patrol, participated in a program called "Shop With A Cop". This is an event that is held in communities all across the country. Merchants provide gift cards to a child from a needy home and then an officer takes the child shopping for Christmas. The idea is to give the child a special experience with a police officer. The morning started out with a breakfast donated by the Lost Roo. Each child then had their picture taken with Santa and their officer at the Roo. The children were then given rides in individual patrol vehicles to Dennis Company. A parade of patrol vehicles went down the highway and both beach approaches and the children were allowed to use the sirens all they wanted. Dennis Company had donated \$100 gift cards to the children and each officer helped their assigned child shop for gifts. The amazing thing was that the children made sure they bought gifts for family members before buying for themselves. The whole experience was truly memorable for everyone involved. I have attached a copy of a thank you card from the event organizers and a photo of the kids and the officers.

On the 11<sup>th</sup> and 12<sup>th</sup> the department had firearms range training. We had training in night shooting those two days with our duty handguns.

Sergeant Kevin Martin participated in "alcohol compliance checks" in the local area on December 21<sup>st</sup>. The Pacific County Sheriff's Department provided a deputy as well. Both Kevin and the deputy were assisting Washington State Liquor Control. An underage subject went into 15 different establishments as an agent for liquor control in order to see if alcohol would be sold. Four establishments, including two in Long Beach, sold to the underage buyer. The clerk making the sale was cited and the businesses were also cited by liquor control. More of these checks are going to be made in the future. For information the buyer was only 18 years old and did not look close to 21 years of age. The overtime for this event was paid for by a grant obtained by Well Springs Community Network.

New Years Eve was quiet for the department. We had no real incidents to speak of.

  
\_\_\_\_\_  
Flint R. Wright  
Chief of Police

Long Beach PD,

Thank you for making South  
Pacific Country Shop with a cop  
such a huge success! We appreciate  
your dedication in making a child's  
holiday season so special. Happy  
Holidays to you & your families!  
Love, Santa's Little Helpers



**Monthly Status and Progress Report  
for  
Month Ending December 31, 2012**

**In-City 500,000 Gallon Reservoir  
\$1,130,000 DWSRF Loan Funding  
\$250,200 - Engineering**

**City of Ilwaco**

**Drinking Water State Revolving Fund Loan  
Contract Dated: March 2012**

**Gray & Osborne, Inc.**

**January 8, 2013**

**Principal in Charge: Nancy Lockett, P.E.  
(206) 284-0868**

Purpose of this contract:

The City will construct a new 500,000-gallon water reservoir to replace the existing in-City 260,000 wood reservoir. The new reservoir will operate in parallel with the existing 500,000-gallon reservoir.

Funding:

The City received a Drinking Water State Revolving Fund Loan to finance the design, construction administration, environmental documentation and construction for this project.

Responsibility:

Gray & Osborne will design the 500,000 gallon reservoir and site improvements, and provide bid assistance, construction administration and construction inspection on the City's behalf.

**Monthly Status and Progress for the month ending December 31, 2012:**

**Month's Activities: November and December 2012**

In-house 60% design QA/QC conducted December 12, 2012. Issues to be addressed include new water line in Wheldon Street to replace existing water main to the south of Wheldon Road, method of demolition of the existing tank to ensure maximum recovery of salvageable wood, telemetry requirements, and connection to existing system.

Review comments on the Reservoir Improvements – Pre-Design Report which was submitted to the Department of Health (DOH) on October 24, 2012 were received on December 7, 2012. DOH requested information regarding the sizing of the reservoir. The installation of a new 500,000 gallon reservoir is consistent with the approved 2011 Water System Plan.

It has been determined that a new 16-inch water main in Wheldon Road would be adequate to replace the existing 10-inch water main located in an easement to the south of Wheldon Road and the existing 10-inch asbestos concrete water main in Wheldon Road. The 10-inch asbestos concrete water main was installed in the early 1960s when the wood stave reservoir was constructed and is nearing the end of its useful life. Installation of a new 16-inch water main will allow the City to abandon the water main in the easement as well as the asbestos concrete main in Wheldon. The existing water main in the easement turns to the south at approximately the Elizabeth Street alignment and the water main in Wheldon Road continues west towards the old High School. Connections to the existing system from the 16-inch water main will be made to maintain service to the City. The connections for the residences along Wheldon Road are currently off the water main located in the easement to the south of Wheldon Road. New connections would be

provided to the 16-inch water main. The new water main will be included in the plans and bid package as an alternate bid item. The City can elect to include the new water main at the time of bid.

The preliminary construction cost estimate for the tank and appurtenances is \$650,000.

We are anticipating sending complete plans and specifications to DOH for review by the end of January 2013.

DOH has not commented on the cultural resources report submitted in October 2012.

#### **Month's Activities: October 31, 2012**

The reservoir design is continuing. The City has requested that design of a new water main in Wheldon Street from the reservoir site to allow the City to abandon the existing water main that is located in an easement on private property. The property owners have built structures including a porch, rockery and garage over the existing water main. A new water main will be included in the plan set and bid as an alternate with owner bid item. If there are sufficient funds available the City can opt to construct the new water main.

The Department of Health has not commented on the pre-design report or environmental documentation as of October 31.

#### **Month's Activities: July, August, September 2012**

Geotechnical investigation was completed in July. The soils at the site are adequate to support the new reservoir using conventional shallow foundations.

A cultural resources site evaluation was conducted on July 31, 2012. No evidence of artifacts were found and based on the archeologist's evaluation the construction of the reservoir should not encounter cultural resources.

Environmental documentation for the project in compliance with the SERP process was completed in September. The City planner issued a Determination of Non-significance (DNS) for the project on September 10, 2012. The environmental and cultural resources documentation was submitted to the Department of Health in September.

A draft Design Report was submitted to the City for review in September. The City agreed with the recommendation to install a steel with fused glass coating reservoir at the In-City site. The Design Report will be submitted to the Department of Health for review the week of October 8, 2012.

Preliminary design of the 500,000 Gallon Reservoir continued throughout August and September. Preliminary plans will be submitted to the Department of Health along with the Design Report.

**Month's Activities: June 2012**

Pre-design report, base maps, site plan and preliminary design in progress. Scheduled geotechnical investigation and engineering team site visit for July.

**Month's Activities: May 2012**

Site Survey completed.

Pre-design report in progress. Issues included in the Pre-design report include regulatory and permit requirements, preliminary design, evaluation of alternative reservoir materials and accessories, and construction costs.

**Month's Activities: April 2012**

Project kick-off meeting held with the Gray & Osborne design staff. Request for survey completed. Plans of the existing reservoir were reviewed.

**New Contract Changes / Agreements:**

None.

**Contract Change / Agreement History:**

No contract changes have been prepared to date.

**Risks to Cost, Schedule and Performance**

**New Risks Identified**

No new risks identified.

**Identified Risks**

The Department of Health notified the City that an archeological assessment and report must be provided for the project. Gray & Osborne has contacted Archeological Consulting Services (provided archeological evaluation for the School Street Improvements and in support of the USDA Rural Development funding application for the Sahalee Water and Sewer Improvements) to submit and estimate prepare the archeological assessment and report.

**Schedule Status – December 31, 2012**

<b>Task / Milestone</b>	<b>Planned Start</b>	<b>Planned Finish</b>	<b>Actual Finish</b>	<b>Notes/Contract Completion Impact</b>
-------------------------	----------------------	-----------------------	----------------------	---

Survey	5/15/2012	5/20/2012	5/21/2012	Survey Completed.
Pre-design	5/1/2012	7/1/2012		
5% QA/QC	5/30/2012	5/30/2012	5/30/2012 and 9/15/2012	In-house requirement
Meet with City to Discuss Preferred Reservoir Type	6/1/2012	6/8/2012	9/11/2012	Discussed preferred alternative in bi-monthly conference call with City staff.
Submit Design Report to DOH	7/1/2012	10/8/2012		Draft Design Report reviewed by City in September. Design Report and preliminary plans delivered to DOH on October 24, 2012. Review comments received December 7, 2012
Preliminary Design	7/1/2012	9/1/2012		
50% QA/QC	8/15/2012	8/15/2012	12/12/12	In house requirement
Final Design	9/1/2012	11/1/2012		In progress
95% QA/QC	10/15/2012	10/15/2012		In house requirement
Complete Plans and Specifications	11/1/2012	11/30/2012		
Advertise for Construction Bids	1/15/2013	2/14/2013		
Bid Opening	2/14/2013	2/14/2013		
Contract Award	2/25/2013	2/25/2013		
Notice to Proceed	4/1/2013	4/10/2013		
Construction	4/10/2013	8/30/2013		
Project Closeout	9/1/2013	10/31/2013		

**Deliverables Status – December 31, 2012**

<b>Deliverable</b>	<b>Specified by:</b>	<b>Original Delivery Date:</b>	<b>Latest Delivery Estimate</b>	<b>City Approval / Acceptance</b>	<b>Status</b>
Monthly reports	City example	Monthly	5 <sup>th</sup> of following month	Acceptance	Reports delivered

**Cost Status – December 8, 2012**

**Engineering (billing through December 8, 2012)**

<b>Task</b>	<b>Contract Estimate</b>	<b>Spent</b>	<b>Remains</b>	<b>Current Estimate to Complete</b>	<b>Difference</b>
Design	\$250,200	\$48,902.39	\$201,297.61	\$201,297.61	\$0.00
Construction	\$879,800	\$0	\$879,800	\$650,000	-\$229,800
<b>Total</b>	<b>\$1,130,000</b>	<b>\$48,902.39</b>	<b>\$1,081,097.61</b>	<b>\$851,297.61</b>	<b>-\$229,800</b>

Project Completion to Date: 4.3% ( $\$48,902.39 / \$1,130,000 \times 100$ )

**Monthly Status and Progress Report  
for  
Month Ending December 31, 2012**

**\$56,000  
Nesadi Drive Sewer Relocation**

**City of Ilwaco**

**Public Works Trust Fund Loan  
Contract Dated: September 2012**

**Gray & Osborne, Inc.**

**January 8, 2013**

**Principal in Charge: Nancy Lockett, P.E.  
(206) 284-0868**

**Purpose of this contract:**

The City will replace approximately 700 lf of failing 8-inch diameter sewer transmission main in Nesadi Drive and easement to the east of Nesadi Drive to a more secure location on the uphill (north) side of the right-of-way. The existing sewer is located in the southern shoulder of the right-of-way at the edge of the steep embankment with minimal structural support.

**Funding:**

The City received a \$336,000 loan from the Public Works Trust Fund design, bidding and construction of this project.

**Responsibility:**

Gray & Osborne will design the sanitary sewer improvements, and provide bid assistance, construction administration and construction inspection on the City's behalf.

**Monthly Status and Progress for the month ending December 31, 2012:**

**Month's Activities: December 2012**

Design in progress and plans and specifications are approximately 40% complete. The anticipated schedule is to bid the project in March 2013 with construction in the late summer.

**Month's Activities: October 2012**

Site survey has been completed. Preliminary design has been started.

The EZ-1 form, cultural resources certification, has been submitted to the Department of Archeological and Historic Preservation. SEPA is not required for this project since installation of utilities equal to or less than 8-inch diameter is exempt from SEPA.

**New Contract Changes / Agreements:**

None.

**Contract Change / Agreement History:**

No contract changes have been prepared to date.

**Risks to Cost, Schedule and Performance**

**New Risks Identified**

None identified.

**Identified Risks**

See above.

**Schedule Status – December 31, 2012**

Task / Milestone	Planned Start	Planned Finish	Actual Finish	Notes/Contract Completion Impact
Site Survey	9/15/12	9/30/12	10/2/12	Survey complete
Cultural Review	9/15/12	11/30/12		EZ-1 form submitted
50% Plans and Specifications	10/15/12	12/31/12		
50% QA/QC	1/3/12	1/3/12		In house requirement
95% Plans and Specifications	1/4/12	1/31/12		
95% QA/QC	2/1/2013	2/1/2013		In house requirement
Complete Plans and Specifications	2/15/2013	2/5/20132		
Advertise for Construction Bids	3/1/2013	3/15/2013		
Bid Opening	3/15/2013	3/15/2013		
Contract Award	4/1/2013	4/1/2013		
Notice to Proceed	4/10/2013	4/10/2013		
Construction	4/10/20132	4/10/2013		
Project Closeout	6/1/2013	6/15/2013		

**Deliverables Status – December 31, 2012**

Deliverable	Specified by:	Original Delivery Date:	Latest Delivery Estimate	City Approval / Acceptance	Status
Monthly reports	City example	Monthly	5 <sup>th</sup> of following month	Acceptance	Reports delivered

**Cost Status – December 31, 2012**

**Engineering (billing through December 8, 2012)**

Task	Contract Estimate	Spent	Remains	Current Estimate to Complete	Difference
Design	\$56,000	\$5,989.63	\$50,010.37	\$50,010.37	\$0.00

Construction	\$280,000	\$0	\$280,000	\$280,000	\$0
<b>Total</b>	\$336,000	\$755.41	\$330,010.37	\$330,010.37	\$0.00

Percent Project Completion: 1.8% ( $\$755.41/\$336,000 \times 100$ )

**Monthly Status and Progress Report  
for  
Month Ending December 31, 2012**

**Backwash Basin Improvements  
\$99,000 DWSRF Loan Funding  
\$23,000 – Engineering**

**City of Ilwaco**

**Drinking Water State Revolving Fund Loan  
Contract Dated: March 2012**

**Gray & Osborne, Inc.**

**January 8, 2013**

**Principal in Charge: Nancy Lockett, P.E.  
(206) 284-0868**

Purpose of this contract:

The City will construct capacity and operational improvements to the existing Water Treatment Plant backwash Basin in order to provide adequate capacity to ensure the discharge requirements of the City's Water Treatment Plant National Pollution Discharge Elimination System (NPDES) permit can be achieved.

Funding:

The City received a \$99,000 Drinking Water State Revolving Fund Loan to finance the design, construction administration, environmental documentation and construction for this project.

Responsibility:

Gray & Osborne will design the backwash basin improvements, and provide bid assistance, construction administration and construction inspection on the City's behalf.

#### **Monthly Status and Progress for the month ending December 31, 2012:**

##### **Month's Activities: November and December, 2012**

Structural design of the presettling basin and design of new and renovated piping for the backwash basin is underway.

The Department of Health has not completed their evaluation of the cultural resources information submitted in August 2012.

The City asked Department of Health if additional funding was available for the project – no additional funding is available.

##### **Month's Activities: October, 2012**

The configuration of the backwash basin has been revised to maximize benefit and minimize cost. The construction cost of the two train backwash basin described below exceeded the available funding for construction. A less expensive alternative, however, still above the available loan funding, has been developed which includes a baffled presettling basin that does not share a common wall with the existing basin and rehabilitation of the existing sand filter beds. The presettling basin will allow the majority of the suspended solids to settle prior to discharge into the sand filter beds. The estimated construction cost for the revised configuration is \$96,000 (\$30,000 over the construction loan amount). City staff has concerns about cleaning of the backwash basin. We are awaiting staff input before proceeding further with the configuration concepts.

##### **Month's Activities: July, August, September 2012**

Geotechnical investigation was completed in July. The soils at the site are adequate to support the expanded backwash basin using conventional shallow foundations.

A cultural resources site evaluation was conducted on July 31, 2012. No evidence of artifacts were found and based on the archeologist's evaluation the construction of the backwash basin improvements should not encounter cultural resources.

Environmental documentation for the project in compliance with the SERP process was completed in September. The City planner issued a Determination of Non-significance (DNS) for the project on September 10, 2012. The environmental and cultural resources documentation was submitted to the Department of Health in September.

Design report and preliminary design prepared. Schematic design presented to City staff. The design includes a two-train system including a flow equalization trough, parallel settling basins and parallel sand filters. The sand filters will be located in the existing basin. The settling basins will be constructed immediately to the west of the existing basin. Discharge from the sand filters will be via replaced perforated pipe under the sand bed and the existing discharge pipe to the pond located at the bottom of the dam. Parallel settling basins and sand filters will allow the City to take one train off line for cleaning or maintenance while maintaining service in the other train.

The Design Report will be submitted to the Department of Health the week of October 8, 2012.

#### **Month's Activities: June 2012**

Work on the pre-design report and preliminary design continues. Backwash water quality information provided by City staff used to determine settling characteristics of the various liquid streams directed to the backwash basin.

#### **Month's Activities: May 2012**

Site survey completed.

Pre-design report is underway. Issues included in the Pre-design report include regulatory and permit requirements, basin sizing, options for controlling flow and settling time within the enlarged basin, preliminary design, construction methodology, and construction costs.

Gray & Osborne has requested the Water Treatment Plant staff take samples of the influent into the backwash basin to assist in determination of the settling time and size of the basin.

#### **Month's Activities: April 2012**

Project kick-off meeting held with the Gray & Osborne design staff. Request for survey completed.

**New Contract Changes / Agreements:**

None.

**Contract Change / Agreement History:**

No contract changes have been prepared to date.

**Risks to Cost, Schedule and Performance**

**New Risks Identified**

City staff will review the proposed configuration and operation and maintenance requirements.

The estimated construction cost of the current backwash basin configuration is \$96,000 - \$30,000 over the construction loan amount.

**Identified Risks**

The Department of Health notified the City that an archeological assessment and report must be provided for the project. Gray & Osborne has contacted Archeological Consulting Services (provided archeological evaluation for the School Street Improvements and in support of the USDA Rural Development funding application for the Sahalee Water and Sewer Improvements) to submit an estimate to prepare the archeological assessment and report.

**Schedule Status – October 31, 2012**

<b>Task / Milestone</b>	<b>Planned Start</b>	<b>Planned Finish</b>	<b>Actual Finish</b>	<b>Notes/Contract Completion Impact</b>
Survey	5/21/2012	5/25/2012	5/21/2012	Survey Completed.
Pre-design	5/1/2012	6/5/2012	9/27/2012	Design Report will be submitted to DOH week of October 8, 2012.
5% QA/QC	5/21/2012	5/21/2012	5/15/2012 & 9/15/12	In-house requirement. 30% QA/QC 9/15/12
Submit Design Report to DOH	6/5/2012	10/8/2012		
Preliminary Design	6/5/2012	10/8/2012		Submit to DOH with Design Report
50% QA/QC	7/1/2012	7/1/2012		In house requirement

Final Design	7/2/2012	7/20/2012		
95% QA/QC	7/20/2012	7/20/2012		In house requirement
Complete Plans and Specifications	8/1/2012	8/10/2012		
Advertise for Construction Bids	8/15/2012	8/30/2012		
Bid Opening	9/1/2012	9/1/2012		
Contract Award	9/10/2012	9/10/2012		
Notice to Proceed	10/1/2012	10/1/2012		
Construction	10/1/2012	10/31/2012		
Project Closeout	11/15/2012	11/15/2012		

**Deliverables Status – October 31, 2012**

Deliverable	Specified by:	Original Delivery Date:	Latest Delivery Estimate	City Approval / Acceptance	Status
Monthly reports	City example	Monthly	5 <sup>th</sup> of following month	Acceptance	Reports delivered

**Cost Status – December 8, 2012 (No new billing in December)**

**Engineering (billing through December 8, 2012)**

Task	Contract Estimate	Spent	Remains	Current Estimate to Complete	Difference
Design	\$23,000	\$16,187.86	\$6,812.14	\$6,812.14	\$0.00
Construction	\$66,000	\$0	\$66,000	\$96,000	+\$30,000
<b>Total</b>	<b>\$99,000</b>	<b>\$16,187.86</b>	<b>\$72,812.14</b>	<b>\$102,812.14</b>	<b>+\$30,000</b>

Project Completion to Date: 16.4% (\$16,187.86/\$99,000 x 100)

**Monthly Status and Progress Report  
for  
Month Ending December 31, 2012**

**Indian Creek Reservoir No. 2  
\$585,000 DWSRF Loan Funding  
\$123,000 - Engineering**

**City of Ilwaco**

**Drinking Water State Revolving Fund Loan  
Contract Dated: March 2012**

**Gray & Osborne, Inc.**

**January 8, 2013**

**Principal in Charge: Nancy Lockett, P.E.  
(206) 284-0868**

Purpose of this contract:

The City will construct a new 159,000 gallon water reservoir adjacent to the existing Indian Creek reservoir. The new reservoir will operate in series with the existing 159,000 gallon reservoir.

Funding:

The City received a Drinking Water State Revolving Fund Loan to finance the design, construction administration, environmental documentation and construction for this project.

Responsibility:

Gray & Osborne will design the 159,000 gallon reservoir and site improvements, and provide bid assistance, construction administration and construction inspection on the City's behalf.

**Monthly Status and Progress for the month ending December 31, 2012:**

**Month's Activities: November and December 31, 2012**

In-house 60% design QA/QC conducted December 12, 2012. Issues to be addressed included how to provide connection to existing reservoir overflow and tank drain, valving to allow one tank to taken off line for maintenance and maintain adequate chlorine contact time (CT), and telemetry connections.

Review comments on the Reservoir Improvements – Pre-Design Report which was submitted to the Department of Health (DOH) on October 24, 2012 were received December 7, 2012. DOH requested a review of the CT calculations to verify that CT will be met at the first customer. One of the primary reasons for constructing a second reservoir at the Indian Creek site it to be able to provide adequate CT time within the reservoirs. The design assumes that the point of compliance for disinfection per WAC 246-290-451 for the Water Treatment Plant (WTP) will be established at the outlet of the Indian Creek Tank site.

The residence time and chlorine concentration needed to meet the CT requirements were calculated based on the residence time in both the pipeline from the WTP to the tank (2,815 feet) and the existing Indian Creek Tank, which will be operated in series with a new tank at the site. The new reservoir will provide equalizing storage. The level in the existing Indian Creek Tank will be maintained at a minimum level by setting the inlet standpipe level of the new tank to stop transfer out of the existing tank below this minimum level. Maintaining a minimum volume in the tank will also ensure that water is always available for backwashing at the WTP. The minimum volume in the tank will be

set at 120,000 gallons to ensure that the tank is at least three quarters full when transferring flows into the system.

The preliminary construction cost estimate for the tank and appurtenances is \$368,000.

We are anticipating sending complete plans and specifications to DOH for review by the end of January 2013.

DOH has not commented on the cultural resources report submitted in October 2012.

**Month's Activities: October 31, 2012**

The Reservoir design is continuing. The Department of Health has not commented on the pre-design report or environmental documentation as of October 31.

**Month's Activities: July, August, September 2012**

Geotechnical investigation was completed in July. The soils at the site are adequate to support the new reservoir using conventional shallow foundations.

A cultural resources site evaluation was conducted on July 31, 2012. No evidence of artifacts were found and based on the archeologist's evaluation the construction of the reservoir should not encounter cultural resources.

Environmental documentation for the project in compliance with the SERP process was completed in September. The City planner issued a Determination of Non-significance (DNS) for the project on September 10, 2012. The environmental and cultural resources documentation was submitted to the Department of Health in September.

A draft Design Report was submitted to the City for review in September. The City agreed with the recommendation to install a concrete reservoir at the Indian Creek site. The Design Report will be submitted to the Department of Health for review the week of October 8, 2012.

Preliminary design of the Indian Creek Reservoir continued throughout August and September. Preliminary plans will be submitted to the Department of Health along with the Design Report.

**Month's Activities: June 2012**

Pre-design report, base maps, site plan and preliminary design in progress. Scheduled geotechnical investigation and engineering team site visit for July.

**Month's Activities: May 2012**

Site Survey completed.

Design report in progress. Issues included in the Design report include regulatory and permit requirements, preliminary design, evaluation of alternative reservoir materials and accessories, and construction costs.

**Month's Activities: April 2012**

Project kick-off meeting held with the Gray & Osborne design staff. Request for survey completed. Plans of the existing reservoir were reviewed.

**New Contract Changes / Agreements:**

None.

**Contract Change / Agreement History:**

No contract changes have been prepared to date.

**Risks to Cost, Schedule and Performance**

**New Risks Identified**

No new risks identified.

**Identified Risks**

The Department of Health notified the City that an archeological assessment and report must be provided for the project. Gray & Osborne has contacted Archeological Consulting Services (provided archeological evaluation for the School Street Improvements and in support of the USDA Rural Development funding application for the Sahalee Water and Sewer Improvements) to submit and estimate prepare the archeological assessment and report.

**Schedule Status – December 31, 2012**

<b>Task / Milestone</b>	<b>Planned Start</b>	<b>Planned Finish</b>	<b>Actual Finish</b>	<b>Notes/Contract Completion Impact</b>
Survey	5/15/2012	5/20/2012	5/21/2012	Survey completed.
Pre-design	5/1/2012	7/1/2012		In-progress
5% QA/QC	5/30/2012	5/30/2012	5/30/2012 and 9/15/2012	In-house requirement
Submit Design Report to DOH	7/1/2012	10/8/2012		Draft Design Report submitted to City for review September 2012. Design Report submitted

				to DOH on October 24, 2012. Review comments received December 7, 2012.
Preliminary Design	7/1/2012	9/1/2012		Completed
50% QA/QC	8/15/2012	8/15/2012	12/12/12	In house requirement
Final Design	9/1/2012	11/1/2012		In progress
95% QA/QC	10/15/2012	10/15/2012		In house requirement
Complete Plans and Specifications	11/1/2012	11/30/2012		
Advertise for Construction Bids	1/15/2013	2/14/2013		
Bid Opening	2/14/2013	2/14/2013		
Contract Award	2/25/2013	2/25/2013		
Notice to Proceed	4/1/2013	4/10/2013		
Construction	4/10/2013	8/30/2013		
Project Closeout	9/1/2013	10/31/2013		

**Deliverables Status – December 31, 2012**

<b>Deliverable</b>	<b>Specified by:</b>	<b>Original Delivery Date:</b>	<b>Latest Delivery Estimate</b>	<b>City Approval / Acceptance</b>	<b>Status</b>
Monthly reports	City example	Monthly	5 <sup>th</sup> of following month	Acceptance	Reports delivered

**Cost Status – December 8, 2012**

**Engineering (billing through December 8, 2012)**

<b>Task</b>	<b>Contract Estimate</b>	<b>Spent</b>	<b>Remains</b>	<b>Current Estimate to Complete</b>	<b>Difference</b>
Design	\$123,000	\$28,170.52	\$94,829.48	\$94,829.48	\$0.00
Construction	\$462,000	\$0.00	\$462,000	\$368,000	-\$94,000
<b>Total</b>	<b>\$585,000</b>	<b>\$28,170.52</b>	<b>\$556,829.48</b>	<b>\$462,829.48</b>	<b>-\$94,000</b>

Project Completed to Date: 4.8% ( $\$28,170.52 / \$585,000 \times 100$ )

**Monthly Status and Progress Report  
for  
Month Ending December 31, 2012**

**\$6,000  
Logging Road Culvert Repair**

**City of Ilwaco**

**Department of Health Grant  
Contract Dated: July 2012**

**Gray & Osborne, Inc.**

**January 8, 2013**

**Principal in Charge: Nancy Lockett, P.E.  
(206) 284-0868**

**Purpose of this contract:**

The City will slipline three culverts along the abandoned logging road on the southeast side of the Indian Creek Impoundment to stabilize the deteriorated culverts. The existing culverts are corrugated metal pipe.

**Funding:**

The City received a \$30,000 grant from the Department of Health (DOH) to fund design, bidding and construction of this project.

**Responsibility:**

Gray & Osborne will design the culvert sliplining improvements, and provide bid assistance, construction administration and construction inspection on the City's behalf.

**Monthly Status and Progress for the month ending:**

**Month's Activities: November and December 2012**

The project is on hold until the DOH reviews the plans and specifications. Gray & Osborne told DOH on October 24, 2012 that the project would not be constructed until spring of 2013. The City did not have approval from DOH to bid the project as of October 24<sup>th</sup> and if the project was to be bid before the spring the potential for construction in good weather was limited. The certain risk of creating erosion and sediment transport within the watershed due to heavy equipment access outweighed the benefit of sliplining the culverts during the winter months.

The project documents will be sent to contractors on the City's Small Works Roster in March 2013 provided DOH approval of the plans and specifications is received. It is anticipated construction will take place in April 2013 provided the access roads are dry and the risk of creating erosion potential is low.

**Month's Activities: August - October 2012**

The abandoned logging road was constructed to support timber harvest in the area. The City purchased the property in the late 1980s to protect the water supply. The original corrugated metal pipe (CMP) culverts were installed under the logging road to provide drainage under the logging road. The culverts are deteriorating which could result in drainage eroding the road and cause the release of sediment into the Indian Creek impoundment. The original intent of the project was to remove the deteriorated culverts and provide a grassed swale for drainage. The road would not be passable if the culverts were removed. Sliplining of the culverts instead of removing the culverts and creating open ditch conveyance systems will ensure the culverts will continue to carry runoff safely under the road bed and minimize the potential for sediment transport and erosion

which may have resulted due to removal of the culverts and construction of the ditches. The abandoned road is currently available for use in the event of a fire or other emergency in the watershed. The original concept for removing the culverts would have eliminated to use of the road for emergency access. The current proposal maintains the integrity of the road.

The limited cost and scope of the project lends itself to bidding the project under the Small Works Roster bid methodology. The Small Works Roster plans and specifications have been prepared. An electronic copy of the bid documents were submitted to the Department of Health on October 8, 2012. Hard copies of the bid documents were submitted to the Department of Health on October 24, 2012. The City has not received comments on the bid documents as of October 31, 2012.

The City planner has determined that sliplining of the existing culverts is exempt from SEPA requirements. No permitting is required for the construction of the project.

**New Contract Changes / Agreements:**

None.

**Contract Change / Agreement History:**

No contract changes have been prepared to date.

**Risks to Cost, Schedule and Performance**

**New Risks Identified**

City awaiting Department of Health comments on the bid documents.

**Identified Risks**

See above.

**Schedule Status – December 31, 2012**

<b>Task / Milestone</b>	<b>Planned Start</b>	<b>Planned Finish</b>	<b>Actual Finish</b>	<b>Notes/Contract Completion Impact</b>
Complete Plans and Specifications	8/1/2012	9/15/2012	10/8/12	Bid Documents submitted to Health
95% QA/QC	9/15/2012	10/1/2012		In house requirement
Advertise for Construction Bids	9/15/2012	10/2/2012		
Bid Opening	10/2/2012	10/2/2012		
Contract Award	10/10/2012	10/10/2012		
Notice to Proceed	10/11/2012	10/11/2012		

Construction	10/20/2012	10/31/2012		
Project Closeout	11/1/2012	11/10/2012		

**Deliverables Status – December 31, 2012**

<b>Deliverable</b>	<b>Specified by:</b>	<b>Original Delivery Date:</b>	<b>Latest Delivery Estimate</b>	<b>City Approval / Acceptance</b>	<b>Status</b>
Monthly reports	City example	Monthly	5 <sup>th</sup> of following month	Acceptance	Reports delivered

**Cost Status – December 31, 2012**

**Engineering (no billing since October 13, 2012)**

<b>Task</b>	<b>Contract Estimate</b>	<b>Spent</b>	<b>Remains</b>	<b>Current Estimate to Complete</b>	<b>Difference</b>
Design	\$6,000	\$2,213.83	\$3,307.86	\$3,307.86	\$0.00
Construction	\$24,000	\$0	\$24,000	\$24,000	\$0
<b>Total</b>	<b>\$30,000</b>	<b>\$2,213.83</b>	<b>\$3,307.86</b>	<b>\$3,307.86</b>	<b>\$0.00</b>

Percent Project Completion: 7.4% ( $\$2,213.83/\$30,000 \times 100$ )

**Monthly Status and Progress Report  
for  
Month Ending December 31, 2012**

**\$179,300**

**Water Treatment Plant Improvements**

**City of Ilwaco**

**Washington State Department of Health Grant  
Contract Dated: September 2012**

**Gray & Osborne, Inc.**

**January 8, 2013**

**Principal in Charge: Nancy Lockett, P.E.  
(206) 284-0868**

Purpose of this contract:

The City will replace the two 350 gpm original water filter units at the Water Treatment Plant with a new 700 gpm upflow clarifier unit. The project includes related piping, electrical, chemical feed system improvements, replacement of process meters and valves, software and hardware for process control and to allow integration with the existing 700 gpm filter unit. The goal of the project is to provide a fully functioning automatic treatment system.

Funding:

The City received a \$940,000 grant from the 2012 Jobs Bill Grant. The grant is administered by the Department of Health (DOH). The grant will fund design, bidding and construction of this project.

Responsibility:

Gray & Osborne will design the water treatment plant improvements, and provide bid assistance, construction administration and construction inspection on the City's behalf.

**Monthly Status and Progress for the month ending October 31, 2012:**

**Month's Activities: November and December 2012**

DOH met with Gray & Osborne on December 14, 2012 to discuss DOH's concern about installation of a second upflow clarifier. DOH has stated that they don't think the existing clarifier portion of the existing treatment unit is performing optimally but provided no data to support the assumption. We discussed the use of chemicals at the treatment plant and ways to optimize the treatment process. DOH suggested that a preliminary treatment step consisting of flocculation and tube settling (a similar process to the existing Filters Nos. 1 and 2) would provide better treatment. Gray & Osborne stated that the City does not have the funding to install preliminary treatment and questioned whether it was necessary. DOH requested that Gray & Osborne look into the pretreatment option before a decision is made on the treatment technology used for the improvements at the Water Treatment Plant. It was agreed at the meeting that Gray & Osborne would review historic treatment plant records to determine past and current chemical use and research the feasibility of installing pre-treatment units.

Gray & Osborne reviewed literature regarding the Trident-HS, a packaged version of the City's existing upflow clarifier (Microfloc Trident) with pretreatment. The primary benefit of the tube settler pretreatment is to have the ability to treat high-turbidity raw water (up to 400+ NTU). The typical turbidity of the Ilwaco source water is 2 – 3 NTU with occasional periods of high turbidity of 15 – 20 NTU. We reviewed the literature regarding a head-to-head pilot study (upflow clarifier without pretreatment and upflow clarifier with pretreatment) done in California on mountain water runoff with similar

turbidity characteristics to Ilwaco raw water. The study found that the conventional upflow clarifier without pre-treatment and the upflow clarifier with pre-treatment performed similarly.

Upon review of the historic treatment plant records and recommendations from previous treatment plant optimization consultations it appears that chemical dosage is significantly less than in the past and than the dosage recommended during optimization consultations. Reduced chemical dosage would have a negative impact on the treatment process.

A memorandum was sent to DOH on January 7, 2012 discussing these findings. The conclusion of the memorandum is that it is not clear that the City would significantly benefit from pretreatment and that chemical feed modifications which can be easily made could significantly improve the treatment process.

Design of the treatment plant improvements assuming the installation of a new upflow clarifier began in December. The Pre-Design Report is in progress.

**Month's Activities: October 2012**

City staff provided a wish list of water treatment plant improvements. A preliminary cost estimate is being developed to prioritize improvements that the City may choose to include in addition to the basic equipment included in the grant application.

The Department of Health has agreed that no environmental permitting will be required for the project since all improvements will take place within the existing water treatment plant building.

**New Contract Changes / Agreements:**

None.

**Contract Change / Agreement History:**

No contract changes have been prepared to date.

**Risks to Cost, Schedule and Performance**

**New Risks Identified**

None identified.

**Identified Risks**

See above.

**Schedule Status – December 31, 2012**

<b>Task / Milestone</b>	<b>Planned Start</b>	<b>Planned Finish</b>	<b>Actual Finish</b>	<b>Notes/Contract Completion Impact</b>
Pre-design Report	10/1/2012	12/31/2012		
50% Plans and Specifications	10/1/2012	1/30/2013		
50% QA/QC	1/30/2013	1/30/2013		In house requirement
95% Plans and Specifications	1/31/2013	3/30/2013		
95% QA/QC	3/30/2013	3/30/2013		In house requirement
Complete Plans and Specifications	4/15/2013	4/15/2013		
Advertise for Construction Bids	4/20/2013	5/5/2013		
Bid Opening	5/5/2013	5/5/2013		
Contract Award	5/10/2013	5/10/2013		
Notice to Proceed	5/20/2013	5/20/2013		
Construction	6/1/2013	12/1/2013		
Project Closeout	12/1/2013	12/30/2013		

**Deliverables Status – December 31, 2012**

<b>Deliverable</b>	<b>Specified by:</b>	<b>Original Delivery Date:</b>	<b>Latest Delivery Estimate</b>	<b>City Approval / Acceptance</b>	<b>Status</b>
Monthly reports	City example	Monthly	5 <sup>th</sup> of following month	Acceptance	Reports delivered

**Cost Status – December 8, 2012**

**Engineering (billing through December 8, 2012)**

<b>Task</b>	<b>Contract Estimate</b>	<b>Spent</b>	<b>Remains</b>	<b>Current Estimate to Complete</b>	<b>Difference</b>
Design	\$179,300	\$12,958.96	\$166,341.04	\$166,341.04	\$0.00
Construction	\$760,700	\$0	\$760,700	\$760,700	\$0
<b>Total</b>	<b>\$940,000</b>	<b>\$12,958.96</b>	<b>\$927,041.04</b>	<b>\$927,041.04</b>	<b>\$0.00</b>

Percent Project Completion: 1.4% ( $\$560.62/\$940,000 \times 100$ )

**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates: Council Workshop: Public Hearing:  
Council Discussion Item: 12/10/12 Council Business Item:
- B. Issue/Topic: **Washington State Transportation Improvement Board Elizabeth Avenue Project grant**
- C. Sponsor(s):  
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):  
1. The WA State TIB provides grant funds to governments for transportation improvements. The Elizabeth Avenue Project was submitted by the City of Ilwaco for grant funds, and was approved on November 16, 2012.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
1. The availability of TIB funds is a function of Motor Vehicle Fuel Tax collections. Therefore, a Fuel Tax Grant Distribution Agreement must be signed for each project to accept the grant funds. For the Elizabeth Avenue project, this grant will fund \$598,471 for construction, and requires a city match of \$31,499. Upon execution of the documents, construction is expected to begin in 2014.  
2. This grant will provide \$57,902 for repair of 150 feet of sidewalk on Advent Av. NE from Spruce St. to Cedar St. and 300 feet of sidewalk on Lake St. SE from Williams St. to Pearl St.
- F. Impacts:  
1. Fiscal: Local funds required is \$31,499.  
2. Legal: n/a  
3. Personnel: n/a  
4. Service/Delivery: n/a
- G. Planning Commission:  Recommended  N/A  Public Hearing on
- H. Staff Comments:  
1. None
- I. Time Constraints/Due Dates: Work cannot begin until documents are received and approved by TIB.
- J. Proposed Motion: **I move to authorize the mayor to execute the documents necessary to accept the Washington State TIB contribution of \$598,471 for the FY 2014 Elizabeth Avenue Project (TIB 6-W-969(003)-1), and requiring city matching funds of \$31,499.**



City of Ilwaco  
6-W-969(003)-1  
Elizabeth Avenue  
SR 101 to Howerton Street

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Ilwaco  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Elizabeth Avenue, SR 101 to Howerton Street (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Ilwaco, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$598,471 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Signature of Chairman/Mayor                      Date

\_\_\_\_\_  
Executive Director                                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



Transportation Improvement Board  
**Project Funding Status Form**

Agency: **ILWACO**

TIB Project Number: **6-W-969(003)-1**

Project Name: Elizabeth Avenue  
 SR 101 to Howerton Street

Verify the information below and revise if necessary.

Return to:  
 Transportation Improvement Board  
 PO Box 40901  
 Olympia, WA 98504-0901

**PROJECT SCHEDULE**

	Target Dates
Construction Approval Date	
Contract Bid Award	
Contract Completion	

**PROJECT FUNDING PARTNERS**

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
ILWACO	31,499	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>31,499</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed or Typed Name

\_\_\_\_\_  
 Title

Financial Officer

\_\_\_\_\_  
 Signature

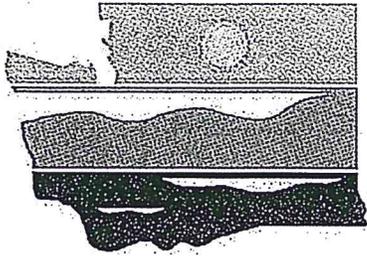
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 Date

\_\_\_\_\_  
 Printed or Typed Name

\_\_\_\_\_  
 Title

**CITY OF ILWACO  
CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates: Council Workshop: Public Hearing:  
Council Discussion Item: 12/10/12 Council Business Item: 1/14/13
- B. Issue/Topic: **Department of Ecology State Revolving Fund Loan Agreement for Sahalee Sewer Improvements Project**
- C. Sponsor(s):  
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):  
1. The DOE provides low-interest loan funds to governments for construction of water pollution control facilities. The Sahalee Sewer Improvements Project was submitted by the City of Ilwaco for loan funds, and was approved on July 10, 2012.  
2. On August 27, 2012, the City Council adopted Resolution 2012-10 authorizing the city to receive SRF loans and take such other actions as are necessary and relevant to the SRF Loan Program.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
1. The Loan Agreement specifies the general loan information, including project period, loan amount, interest rate and loan term, loan security, project summary, project budget, scope of work and terms and conditions.  
2. The project will provide planning, environmental assessment and public participation for a new sewer conveyance and lift station.
- F. Impacts:  
1. Fiscal: The total five-year loan amount is for \$44,500 at 1.4%, with \$22,500 as forgivable principal amount.  
2. Legal: Will be reviewed by City Attorney Heather Reynolds before moving to business.  
3. Personnel:  
4. Service/Delivery:
- G. Planning Commission:  Recommended  N/A  Public Hearing on
- H. Staff Comments:  
1.
- I. Time Constraints/Due Dates: Must be completed by June 30, 2013
- J. Proposed Motion: **I move to authorize the mayor to execute the proposed Washington State Water Pollution Control Revolving Fund Loan Agreement between the State of Washington Department of Ecology and the City of Ilwaco (L1300006).**



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND  
LOAN AGREEMENT  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
CITY OF ILWACO

Table of Contents

	Page
PART I. GENERAL INFORMATION.....	3
PART IV. GOALS, OUTCOMES, AND POST PROJECT ASSESSMENT .....	7
PART VI. LOAN INTEREST RATE AND TERMS .....	8
PART VII. ALL AGREEMENTS CONTAINED HEREIN .....	9
ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL.....	1
ATTACHMENT 2: AUTHORIZING ORDINANCE OR RESOLUTION .....	1
ATTACHMENT 3: PREAWARD COMPLIANCE REVIEW REPORT FOR ALL APPLICANTS REQUESTING FEDERAL ASSISTANCE.....	1
ATTACHMENT 4: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR THE WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND .....	1
ACCOUNTING STANDARDS.....	1
ACTIVITIES PROJECTS: TECHNICAL ASSISTANCE .....	1
ACTIVITIES PROJECTS: BEST MANAGEMENT PRACTICES .....	1
AUTHORITY .....	1
CERTIFICATIONS .....	1
CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:.....	2
CLEAN WATER STATE REVOLVING FUND DATA REPORTING SHEET (DATA REPORTING SHEET) .....	2
COMMENCEMENT OF WORK .....	2
COVENANTS AND AGREEMENTS .....	3
CULTURAL AND HISTORIC RESOURCES PROTECTION.....	4
DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	5
EFFECTIVE DATE: .....	7

FACILITIES PROJECTS: DELIVERABLES (IF APPLICABLE) .....	7
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS: .....	9
FORCE ACCOUNT .....	9
FUNDING RECOGNITION.....	9
GROWTH MANAGEMENT PLANNING .....	9
INCREASED OVERSIGHT (IF APPLICABLE).....	10
INTERIM REFINANCE (IF APPLICABLE) .....	10
LOAN REPAYMENT .....	10
LOCAL LOAN FUND PROJECTS (IF APPLICABLE).....	11
MODIFICATIONS TO AGREEMENT.....	12
PAYMENT REQUEST SUBMITTALS.....	12
POST PROJECT ASSESSMENT SURVEY .....	13
PREVAILING WAGE.....	13
PROCUREMENT .....	14
PROGRESS REPORTS.....	14
REFINANCE (SEE ALSO INTERIM REFINANCE) .....	14
REPRESENTATIONS AND WARRANTIES .....	14
SEWER-USER ORDINANCES AND USER-CHARGE SYSTEM (IF APPLICABLE) .....	15
SMALL COMMERCIAL ON-SITE SEWAGE SYSTEM REPAIR AND REPLACEMENT (IF APPLICABLE)....	15
TERMINATION AND DEFAULT; REMEDIES .....	16
WATER QUALITY MONITORING.....	18
ATTACHMENT 5: AGREEMENT DEFINITIONS .....	1
ATTACHMENT 6: LOAN GENERAL TERMS AND CONDITIONS PERTAINING TO GRANT AND LOAN AGREEMENTS OF THE DEPARTMENT OF ECOLOGY.....	1
ATTACHMENT 7: THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) & EPA DATA REPORTING SHEET (DATA REPORTING SHEET).....	8
ATTACHMENT 8: ESTIMATED LOAN REPAYMENT SCHEDULE .....	10

**WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND  
LOAN AGREEMENT  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
CITY OF ILWACO  
FOR  
SAHALEE SEWER IMPROVEMENTS PROJECT**

THIS is a binding loan [LOAN] agreement entered into by and between the state of Washington Department of Ecology [DEPARTMENT] and City of Ilwaco [RECIPIENT]. The purpose of this LOAN agreement is to provide funds to the RECIPIENT to carry out the activities for the project [PROJECT] described in this LOAN agreement.

This LOAN agreement consists of 10 pages and 8 attachments.

Capitalized terms used, but not otherwise defined, in this LOAN agreement are defined in ATTACHMENT 5.

**PART I. GENERAL INFORMATION**

PROJECT Title:	Sahalee Sewer Improvement
PROJECT Period: Effective Date: <i>(See Attachment 4)</i>	July 6, 2012
Completion Date:	June 30, 2013
LOAN Number(s):	L1300006
Standard Interest LOAN Amount:	\$22,250
Interest Rate:	1.4%
LOAN Term:	5 years
Forgivable Principal Amount:	\$22,250
Total LOAN Amount:	\$44,500
State Fiscal Year:	2013

**RECIPIENT Information**

RECIPIENT Name:	City of Ilwaco
Mailing Address:	P.O. Box 548 Ilwaco, WA 98624
FEDERAL TAXPAYER ID NUMBER:	91-6001443

Data Universal Numbering System (DUNS)  
Number:

00-3206976

PROJECT Manager:  
Mailing Address:

Nancy Lockett  
Gray & Osborne  
701 Dexter Ave N. Suite 200  
Seattle, WA 98109  
nlockett@g-o.com  
(206)284-0860  
(206)283-3206

Email Address:  
Phone Number:  
Fax Number:

**DEPARTMENT Project Contact Information**

PROJECT Manager:  
Email Address:  
Phone Number:  
Fax Number:  
Address

Dave Dougherty  
ddou461@ecy.wa.gov  
(360) 407-6278  
(360) 407-6305  
WA State Department of Ecology  
Southwest Regional Office  
P.O. Box 47775  
Olympia, WA 98504-7775

Financial Manager:  
Email Address:  
Phone Number:  
Fax Number:  
Address

William Hashim  
bhas461@ecy.wa.gov  
(360) 407-6549  
(360) 407-7151  
WA State Department of Ecology  
Water Quality Program, FMS  
P.O. Box 47600  
Olympia, WA 98504-7600

**Funding Source(s) for This LOAN agreement:**

This LOAN agreement may be funded in part or in full with federal funds (Catalog of Federal Domestic Assistance Number 66.458) passed through to the RECIPIENT by the DEPARTMENT. As a "sub-recipient" of federal funds, OMB Circular A-133 contains certain requirements which may apply. Specifically, if the RECIPIENT or sub-recipient has expended a cumulative total (direct or pass through) of \$500,000 or more in federal awards in a fiscal year, an audit may be required in accordance with OMB Circular A-133. If federal funds have been used to reimburse eligible costs incurred for this PROJECT as part of this LOAN agreement, the DEPARTMENT's fiscal office will provide notification in January of each year that identifies the amount of federal funds that have been expended.

(Federal funding for this AGREEMENT is provided from Capitalization Grants and state match for Clean Water State Revolving Funds; Environmental Protection Agency, Office of Water)

Specific Funding Categories:

Loan for Green Project Reserves:  Yes  No

TOTAL Amount: \$

Forgivable Principal Subsidy for Green Project Reserves:  Yes  No

TOTAL Amount: \$

Loan:  Yes  No

Amount: \$22,250

Forgivable Principal Subsidy (Hardship):  Yes  No

Amount: \$22,250

State Centennial Loan Funds:  Yes  No

**GENERAL LOAN INFORMATION:**

Increased Oversight:  Yes  No

Useful life of the PROJECT: 20 Years

**PROJECT TYPE:** *Check all that apply*

Facilities Project:  Yes  No

Stormwater Project:  Yes  No

Green Project Reserves:  Yes  No

Activities Project:  Yes  No

**LOAN SECURITY:** *Check all that apply*

Does this LOAN agreement and the LOAN to be made constitute Revenue Secured Lien Obligation of the RECIPIENT?  Yes  No

Does this LOAN agreement and the LOAN to be made constitute a general obligation debt of the RECIPIENT or the state of Washington?  Yes  No

Does this LOAN agreement and the LOAN to be made constitute a valid general obligation of the RECIPIENT payable from special assessments?  Yes  No

Is this LOAN secured with dedicated revenue through a Tribal Governmental Enterprise?  
 Yes  No

**IMPORTANT DATES:**

Estimated Project Start Date: July 6, 2012

Estimated Initiation of Operation (I of O):  Yes  No If yes, Date:

Estimated Project Completion Date: June 30, 2013

Other Milestone or Target Dates:  Yes  No

Interim Refinance:  Yes  No If yes, Effective Date:

Post Project Assessment Date (see Part IV and ATTACHMENT 4): Not applicable

LOAN Agreement Effective Date: July 6, 2012

## PART II. PROJECT SUMMARY

The sewers and lift station serving the Sahalee neighborhood has reached the end of their useful lives. The RECIPIENT has identified and repaired areas causing discharge of sewage. The wet pit/dry pit lift station is a steel structure which is severely corroded; the self-priming mechanism on the pumps is easily clogged which leads to pump shutdown; and the shallow wet well does not provide adequate storage in the event of pump failure which could lead to overflows from the lift station. The PROJECT will provide planning, environmental assessment, and public participation for a new sewer conveyance and lift station

The PROJECT area is located on a steep hillside adjacent to the saltwater estuary of Baker Bay. Sewage overflows or sewage discharged to groundwater flow down gradient to Baker Bay presenting a water quality impact to Baker Bay. The deteriorated condition of the sewers and wet well present a water quality risk due to the introduction of infiltration and inflow (I/I) during high ground water periods and the resultant impact on downstream facilities including the RECIPIENT'S WWTP.

## PART III. PROJECT BUDGET

Elements (Tasks)	Total PROJECT Cost	Total Eligible PROJECT Cost	Forgivable Principal Loan Amount	Loan Amount
1. Project Administration/ Management	\$2,500	\$2,500	\$1,250	\$1,250
2. Facility Planning	\$42,000	\$42,000	\$21,000	\$21,000
Total	\$44,500	\$44,500	\$22,250	*\$22,250

\*The DEPARTMENT'S Fiscal Office will track to the total eligible LOAN amount. However, the RECIPIENT cannot deviate among elements without DEPARTMENT approval.

Other Funding Sources: None

**PART IV. GOALS, OUTCOMES, AND POST PROJECT ASSESSMENT**

(see Important Dates in Part I and Post Project Assessment in Attachment 4)

- A. Financial Assistance Water Quality Project Goals: One or more of the selected following goals apply to this project:
- Severe Public Health Hazard or Public Health Emergency eliminated.
  - Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, and healthy waters prevented from being degraded.
  - Regulatory compliance with a consent decree, compliance orders, TMDL or waste load allocation achieved.
- B. Water Quality Project Outcomes: The following are quantitative results anticipated from the project.
1. Reduce excessive I/I and sewage exfiltration within sanitary sewer system
  2. Decrease BOD, TSS, and fecal coliform loading to Baker Bay
- C. Does this PROJECT address a TMDL:  Yes  No
- D. Environmental Mitigation:  Yes  No If Yes, list the environmental mitigation measures:

**PART V. SCOPE OF WORK**

**Task 1 - Project Administration/Management**

- A. The RECIPIENT will administer the PROJECT. Responsibilities will include, but not be limited to: maintenance of PROJECT records; submittal of payment vouchers, fiscal forms, progress reports, and the final report; compliance with applicable procurement, contracting, and interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the PROJECT; and submittal of required performance items.
- B. The RECIPIENT will manage the PROJECT. Efforts will include: conducting, coordinating, and scheduling PROJECT activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this PROJECT in accordance with any completion dates outlined in this LOAN agreement.

**Required Performance:**

1. Effective administration and management of this PROJECT.

2. Timely submittal of all required performance items, progress reports, financial vouchers and the final PROJECT report.

### **Task 2 – Facility Planning**

- A. The RECIPIENT will prepare an engineering report in accordance with the requirements of WAC 173-240. The engineering report will fully evaluate the alternatives for repairing or replacing the sewers and lift station serving the Sahalee neighborhood. The engineering report will identify the cost effective alternative as the preferred alternative.
- B. The RECIPIENT will prepare a Cost Effectiveness Analysis for the PROJECT alternatives and will integrate the analysis into the planning document in accordance with WAC 173-98.
- C. The RECIPIENT will prepare a State Environmental Review Process (SERP) report in coordination with the DEPARTMENT's SERP coordinator and regional staff.
- D. The RECIPIENT will prepare reports and investigations required for federal cross cutters, and assist the DEPARTMENT with any consultation required by federal resource protection agencies. The RECIPIENT will submit a final Cross Cutter Report to the DEPARTMENT for review and final determination of impacts for each of the required federal cross cutters.
- E. Investment Grade Efficiency Audit. The RECIPIENT will prepare an analysis of potential energy and water efficiency measures for incorporation into the preferred alternative identified in the engineering report. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness.

#### **Required Performance:**

1. Submittal of copies of all executed contracts for engineering services under this task. The RECIPIENT must submit contracts before the DEPARTMENT will provide reimbursement for work performed under this task.
2. Submittal of documentation of the RECIPIENT's process for procuring engineering services.
3. Submittal of two copies of the draft and final engineering report for DEPARTMENT review and approval.
4. Submittal of two copies of SERP report, the cross cutter report, and the cost effectiveness analysis for DEPARTMENT review and concurrence.
5. Submittal of investment Grade Efficiency Audit documentation.

### **PART V(a). SPECIAL TERMS AND CONDITIONS**

None

### **PART VI. LOAN INTEREST RATE AND TERMS**

#### **Source and Availability; LOAN Amounts; LOAN Terms**

This LOAN agreement will remain in effect until the date of final repayment of the LOAN, unless terminated earlier according to the provisions herein.

Subject to all of the terms, provisions, and conditions of this LOAN agreement, and subject to the availability of funds, the DEPARTMENT will loan to the RECIPIENT the sum of forty four thousand five hundred dollars (\$44,500). Of this amount twenty two thousand two hundred fifty dollars (\$22,250) is Forgivable Principal and therefore is not required to be repaid. The remaining twenty two thousand two hundred fifty dollars (\$22,250) (the Estimated LOAN Amount) is in the form of loan.

When the PROJECT Completion Date has occurred, the DEPARTMENT and the RECIPIENT will execute an amendment to this LOAN agreement which details the final LOAN amount (Final LOAN Amount), and the DEPARTMENT will prepare a final LOAN repayment schedule, in the form of ATTACHMENT 8. The Final LOAN Amount will be the combined total of actual disbursements made on the LOAN and all accrued interest to the computation date.

The Estimated LOAN amount and the Final LOAN amount (in either case, as applicable, a "LOAN Amount") will bear interest at the rate of 1.4 percent per annum, calculated on the basis of a 365 day year. Interest on the Estimated LOAN Amount will accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final LOAN Amount will be repaid in equal installments semiannually over a term of 5 years, as provided in ATTACHMENT 8.

#### **PART VII. ALL AGREEMENTS CONTAINED HEREIN**

The RECIPIENT will ensure this PROJECT is completed according to the details of this LOAN agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work, if approved by the DEPARTMENT.

Webpage addresses may be provided throughout this LOAN agreement for your convenience, however, if any of these addresses do not work, it is the responsibility of the RECIPIENT to contact the DEPARTMENT for the updated webpage address or the necessary information.

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This LOAN agreement
- ATTACHMENT 1: Opinion of RECIPIENT's Legal Counsel
- ATTACHMENT 2: Authorizing Ordinance or Resolution
- ATTACHMENT 3: Preaward Compliance Review Report for All Applicants Requesting Federal Assistance
- ATTACHMENT 4: General Project Management Requirements
- ATTACHMENT 5: Agreement Definitions
- ATTACHMENT 6: LOAN General Terms and Conditions (Pertaining to Grant and Loan Agreements) of the Department of Ecology
- ATTACHMENT 7: The Federal Funding Accountability and Transparency Act (FFATA) & The Clean Water State Revolving Fund Initial Data Reporting Sheet
- ATTACHMENT 8: Estimated LOAN Repayment Schedule

- The effective edition, at the signing of this LOAN agreement, of the DEPARTMENT's "Administrative Requirements for Ecology Grants and Loans"
- The associated funding guidelines that correspond to the Fiscal Year in which the project is funded
- The applicable statutes and regulations
- As a subrecipient of federal funds (Catalogue of Federal Domestic Assistance Number 66.458), the RECIPIENT must comply with the following federal regulations:  
 OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations  
 OMB Circular A-133, Compliance Supplement  
 OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments  
 OMB Circular A-102, Uniform Administrative Requirements

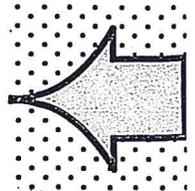
No changes, additions, or deletions to this LOAN agreement will be authorized without a formal written amendment, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the loan budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

By signing this LOAN agreement, the RECIPIENT acknowledges that opportunity to thoroughly review the terms of this LOAN agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, or guidelines mentioned in this LOAN agreement was given.

IN WITNESS WHEREOF, the DEPARTMENT and the RECIPIENT have signed this LOAN agreement as of the dates set forth below, to be effective as provided above.

STATE OF WASHINGTON  
 DEPARTMENT OF ECOLOGY

CITY OF ILWACO



\_\_\_\_\_  
 KELLY SUSEWIND, P.E., P.G.      DATE  
 WATER QUALITY PROGRAM MANAGER

\_\_\_\_\_  
 MIKE CASINELLI      DATE  
 MAYOR

APPROVED AS TO FORM ONLY  
 ASSISTANT ATTORNEY GENERAL  
 (October 29, 2009)

Boilerplate Update July 2, 2012

**ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL**

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of City of Ilwaco [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- F. The LOAN agreement constitutes a valid general obligation of the RECIPIENT payable from annual *ad valorem* taxes to be levied within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

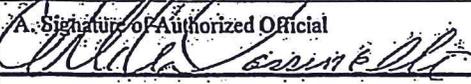
\_\_\_\_\_  
RECIPIENT's Legal Counsel

\_\_\_\_\_  
Date

**ATTACHMENT 2: AUTHORIZING ORDINANCE OR RESOLUTION**

**ATTACHMENT 3: PREAWARD COMPLIANCE REVIEW REPORT FOR ALL APPLICANTS  
REQUESTING FEDERAL ASSISTANCE**

Form available electronically at: <http://www.epa.gov/ogd/forms/forms.htm>  
(Super crosscutter: required for all loans, except Centennial)

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance <small>Note: Read instructions on other side before completing form.</small>		
I.	Applicant/Recipient (Name, Address, State, Zip Code)	DUNS No.
	City of Ilwaco, PO Box 548, 120 First Avenue N, Ilwaco, WA 98624	00-3206976
II.	Is the applicant currently receiving EPA assistance? <b>Yes- Drinking Water State Revolving Loan from Washington State Dept. of Health</b>	
III.	List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) <b>None known.</b>	
IV.	List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) <b>None known.</b>	
V.	List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3)) <b>May 24, 2011</b>	
VI.	Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below. Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>	
	a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
VII.*	Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	a. Do the methods of notice accommodate those with impaired vision or hearing? Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>	
	b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	c. Does the notice identify a designated civil rights coordinator? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
VIII.*	Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a)) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
IX.*	Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
X.*	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator. <b>Not applicable</b>	
XI.*	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures. <b>Not applicable</b>	
<b>For the Applicant/Recipient</b>		
I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.		
A. Signature of Authorized Official	B. Title of Authorized Official	C. Date
	Mayor	8/2/2012
<b>For the U.S. Environmental Protection Agency</b>		
I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.		
A. Signature of Authorized EPA Official	B. Title of Authorized EPA Official	C. Date
See ** note on reverse side		

### General

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

### Items

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

\* Questions VII – XI are for informational use only and will not affect an applicant's grant status. However, applicants should answer all questions on this form. (40 C.F.R. Parts 5 and 7).

\*\* Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative AGREEMENTS & Continuation/Supplemental Awards form.

Approval indicates, in the reviewer's opinion, questions I – VI of Form 4700-4 comply with the preaward administrative requirements for EPA assistance.

### "Burden Disclosure Statement"

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to:

U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

**ATTACHMENT 4: GENERAL PROJECT MANAGEMENT REQUIREMENTS**  
FOR THE WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND  
AND CENTENNIAL CLEAN WATER PROGRAM PROJECTS  
(UNLESS MODIFIED BY A SPECIAL TERM AND CONDITION IN PART V.)

**ACCOUNTING STANDARDS**

The RECIPIENT will maintain accurate records and accounts for the PROJECT ("PROJECT Records") in accordance with Chapter 43.09.200 RCW "Local Government Accounting - Uniform System of Accounting."

These PROJECT Records will be separate and distinct from the RECIPIENT's other records and accounts (General Accounts). Eligible costs will be audited every other year or annually if more than \$500,000 of federal funds are received in any given year. Audits will be performed by an independent, certified accountant or state auditor, which may be part of the annual audit of the General Accounts of the RECIPIENT. If the annual audit includes an auditing of this PROJECT, a copy of such audit, including all written comments, recommendations, and findings, will be furnished to the DEPARTMENT within 30 days after receipt of the final audit report.

**ACTIVITIES PROJECTS: TECHNICAL ASSISTANCE**

Technical assistance for agriculture activities provided under the terms of this LOAN will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, technical assistance, proposed practices, or PROJECT designs that do not meet these standards may be accepted if approved in writing by the NRCS and the DEPARTMENT.

**ACTIVITIES PROJECTS: BEST MANAGEMENT PRACTICES**

Best Management Practices (BMPs) intended primarily for production, operation, or maintenance are not eligible. BMPs must be pre approved by the DEPARTMENT.

**AUTHORITY**

**Authority of RECIPIENT**

This LOAN agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the ordinance or resolution attached as ATTACHMENT 2.

**Opinion of RECIPIENT's Legal Counsel**

The DEPARTMENT has received an opinion of legal counsel to the RECIPIENT in the form and substance of Attachment 1.

**CERTIFICATIONS**

The RECIPIENT certifies by signing this LOAN agreement that all negotiated interlocal agreements necessary for the PROJECT are, or will be, consistent with the terms of this LOAN agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT will submit a copy of each interlocal agreement necessary for the PROJECT to the DEPARTMENT.

The RECIPIENT certifies by signing this LOAN agreement that all applicable requirements have been satisfied in the procurement of professional services and that eligible and ineligible costs are separated and identifiable. The RECIPIENT will submit a copy of the final negotiated agreement to the DEPARTMENT for eligibility determination.

The RECIPIENT certifies by signing this LOAN agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or will be, met in procuring

qualified architectural/engineering services. The RECIPIENT will identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to the DEPARTMENT.

**CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT will provide immediate written notice to the DEPARTMENT if at any time the RECIPIENT learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The RECIPIENT may contact the DEPARTMENT for assistance in obtaining a copy of those regulations.
4. The RECIPIENT agrees it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The RECIPIENT acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The RECIPIENT agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the DEPARTMENT before requests for reimbursements will be approved for payment. The RECIPIENT must run a search in [www.epls.gov](http://www.epls.gov) and print a copy of completed searches to document proof of compliance.

**CLEAN WATER STATE REVOLVING FUND DATA REPORTING SHEET (DATA REPORTING SHEET)**

The RECIPIENT will submit the completed Data Reporting Sheet to the DEPARTMENT. The completed and signed Data Reporting Sheet will be included in this LOAN agreement as ATTACHMENT 7 (see ATTACHMENT 7 for further instructions).

**COMMENCEMENT OF WORK**

The DEPARTMENT reserves the right to terminate this LOAN agreement if work does not commence on the project within 4 months after the DEPARTMENT's deadline for signing this LOAN agreement.

## **COVENANTS AND AGREEMENTS**

### **Acceptance**

The RECIPIENT accepts and agrees to comply with all terms, provisions, conditions, and commitments of this LOAN agreement, including all incorporated and referenced documents, and to fulfill all assurances, declarations, representations, and commitments made by the RECIPIENT in its application, accompanying documents, and communications filed in support of its request for a LOAN.

### **Accounts and Records**

The RECIPIENT will keep proper and separate accounts and records in which complete and separate entries will be made of all transactions relating to this LOAN agreement. The RECIPIENT will keep such records for six years after receipt of final LOAN disbursement.

### **Alteration and Eligibility of PROJECT**

During the term of this LOAN agreement, the RECIPIENT (i) will not materially alter the design or structural character of the PROJECT without the prior written approval of the DEPARTMENT and (ii) will take no action which would adversely affect the eligibility of the PROJECT as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

### **Collection of ULID Assessments (if used to secure the repayment of this LOAN)**

All ULID Assessments in the ULID will be paid into the LOAN Fund and used to pay the principal of and interest on the LOAN. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

### **Free Service**

The RECIPIENT will not furnish Utility service to any customer free of charge if providing that free service will affect the RECIPIENT's ability to meet the obligations of this LOAN agreement.

### **Insurance**

The RECIPIENT will at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it will self-insure or will participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

### **Levy and Collection of Taxes (if used to secure the repayment of this LOAN)**

For so long as the LOAN is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the LOAN, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

### **Maintenance and Operation of a Funded Utility**

The RECIPIENT will at all times maintain and keep a funded Utility in good repair, working order and condition and also will at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

### **Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this LOAN)**

For so long as the LOAN is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the

Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the LOAN.

### **Reserve Requirement**

For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the LOAN equivalent to at least the Average Annual Debt Service on the LOAN during the first five years of the repayment period of the LOAN. This amount will be deposited in a Reserve Account in the LOAN Fund in approximately equal annual payments commencing within one year after the Initiation of Operation or the PROJECT Completion Date, whichever comes first.

“Reserve Account” means, for a LOAN that constitutes Revenue-Secured Debt, an account of that name created in the LOAN Fund to secure the payment of the principal and interest on the LOAN. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (i) to make, in part or in full, the final repayment to the DEPARTMENT of the LOAN Amount or, (ii) if not so applied, for any other lawful purpose of the RECIPIENT once the LOAN Amount, plus interest and any other amounts owing to the DEPARTMENT, have been paid in full.

### **Sale or Disposition of Utility**

The RECIPIENT will not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities or other part of the Utility, or any real or personal property comprising a part of the Utility unless one of the following applies:

1. The facilities or property transferred are not material to the operation of the Utility; or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility; or are no longer necessary, material, or useful to the operation of the Utility.
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility.
3. The RECIPIENT receives from the transferee an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and LOAN Funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

The proceeds of any transfer under this paragraph will be used (i) to redeem promptly or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the LOAN, or (ii) to provide for part of the cost of additions to and betterments and extensions of the Utility.

### **CULTURAL AND HISTORIC RESOURCES PROTECTION**

The RECIPIENT must comply with all requirements listed in Executive Order 05-05 and, if federally funded, Section 106 of the National Historic Preservation Act prior to implementing any project that involves ground disturbing activities.

The RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT’s project manager prior to any ground disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to fulfill Executive Order 05-05/Section 106 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this LOAN agreement.

Another agency’s cultural resources review must have prior approval from the DEPARTMENT in order to meet Executive Order 05-05/Section 106 requirements for the project.

Any ground disturbing activities that occur prior to the completion of the Executive Order 05-

05/Section 106 processes will not be eligible for reimbursement. Activities associated with cultural resources review are loan and grant eligible and reimbursable.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this LOAN agreement.

Non-discrimination Provision. The RECIPIENT will not discriminate on the basis of race, color, national origin or sex in the performance of this LOAN agreement. The RECIPIENT will carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this LOAN agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT will comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this LOAN agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from the DEPARTMENT. The RECIPIENT will, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this LOAN agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Office of Minority Women Business Enterprises as follows:

Construction	10.00% MBE	6.00% WBE
Supplies	8.00% MBE	4.00% WBE
Services	10.00% MBE	4.00% WBE
Equipment	8.00% MBE	8.00% WBE

By signing this LOAN agreement the RECIPIENT is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Office of Minority Women Business Enterprises.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this LOAN agreement. Records documenting compliance with the following six good faith efforts will be retained:

- 1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. *Qualified Women and Minority business enterprises may be found on the Internet at [www.omwbe.wa.gov](http://www.omwbe.wa.gov) or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.*

- 2) Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms may be obtained from the DEPARTMENT's Water Quality Program financial assistance website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit the DEPARTMENT's MBE/WBE participation report - Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that recipients of identified loans also comply with provisions of 40CFR, Section 33.302. The RECIPIENT will include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this LOAN agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list will include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact;

2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

### **EFFECTIVE DATE:**

The Effective Date of this LOAN agreement is the date agreed to by the DEPARTMENT and the RECIPIENT during the development of this LOAN agreement and should be no earlier than the date the RECIPIENT began incurring eligible PROJECT costs. Any work performed prior to the Effective Date of this LOAN agreement will be at the sole expense and risk of the RECIPIENT. Reimbursement for eligible costs incurred will not be released by the DEPARTMENT until the LOAN agreement is signed.

### **FACILITIES PROJECTS: DELIVERABLES (IF APPLICABLE)**

Planning documents developed by the RECIPIENT must meet the requirements of Chapter 173-240 WAC, "Submission of Plans and Reports for Construction of Wastewater Facilities" and incorporate the State Environmental Review Process (SERP) review.

#### State Environmental Review Process (SERP) and Federal Cross-Cutters.

The RECIPIENT must comply with applicable SERP and federal cross cutting requirements. Costs incurred for construction activities prior to DEPARTMENT concurrence are not eligible for reimbursement.

Investment Grade Efficiency Audit (IGEA). The RECIPIENT is required to obtain an IGEA for projects involving repair, replacement, or improvement of a wastewater treatment facility or other public works facility. The IGEA must include an analysis of potential energy and water efficiency measures and identify cost-effective measures for the RECIPIENT's facility.

Plans and Specifications. Plans and specifications developed by the RECIPIENT must be reviewed and approved by Water Quality Program staff of the DEPARTMENT and be consistent with:

1. Requirements stated in Chapter 173-240 WAC, "Submission of Plans and Reports for Construction of Wastewater Facilities," as related to plans and specifications.
2. Good engineering practices and generally recognized engineering standards, including, but not limited to, the *State of Washington's Criteria for Sewage Works Design* (2008 or more recent edition), the *Stormwater Management Manual for Western Washington* (2005), the *Stormwater Management Manual for Eastern Washington* (2001), and the Washington State Department of Transportation *Hydraulics Manual* (2010).
3. The approved facilities plan.
4. Other reports approved by the DEPARTMENT which pertain to the facilities design.

Specification Insert. The RECIPIENT will include the *Washington State Department of Ecology Water Pollution Control Revolving Fund Specifications Insert* as a special condition in the construction contract specifications. Contact the DEPARTMENT for the required specification inserts.

RECIPIENT Approval. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.

Bid and Award Submittals (as applicable). The RECIPIENT will submit to the DEPARTMENT the following documents relating to bidding and award of any contract funded by this agreement:

1. A copy of the advertisement for bids.
2. A tabulation of all bids received, and a copy of the bid proposal from the successful bidder,
3. A copy of the Notice of Award, a copy of the executed contract, and a copy of the Notice to Proceed.

Construction Cost Estimate. A current, updated, detailed construction cost estimate will be submitted

along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

Form of Plans. All construction plans submitted to the DEPARTMENT for review and approval will be reduced to no larger than 11" x 17" in size. They may, at the RECIPIENT's option, be bound with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. All PDF documents submitted will be at a resolution of 300 dpi or better.

DEPARTMENT Approval. The RECIPIENT will not proceed with any construction-related activities until all necessary plans and specifications are approved in writing by the DEPARTMENT.

Bids and Awards. DEPARTMENT approval of the plans, specifications, and construction documents authorizes the RECIPIENT to solicit bids and award the construction contract (or reject bids) without further DEPARTMENT authorization or approval. However, any additional costs resulting from successful bid protests or other claims due to improper bid solicitation and award procedures will not be considered eligible for LOAN participation.

Plan of Interim Operation. The plan of interim operation must be updated, as appropriate, throughout the PROJECT.

Construction Quality Assurance Plan. A detailed construction quality assurance plan will be submitted at least 30 days prior to the commencement of construction in compliance with WAC 173-240-075. This plan must describe how adequate and competent construction inspection will be provided for the PROJECT.

Construction Schedule. A construction schedule will be submitted to the DEPARTMENT within 30 days of the start of construction. The construction schedule will be revised and updated whenever major changes occur and resubmitted to the DEPARTMENT. When changes in the construction schedule affect previous cash flow estimates, revised cash flow projections must also be submitted to the DEPARTMENT. The project manager may request this schedule in an electronic file format.

Change Orders. Change orders that are a significant deviation from the approved plans/specifications must be submitted in writing for DEPARTMENT review and approval, prior to execution. All other change orders must be submitted within 30 days after execution.

The DEPARTMENT may approve, through formal amendment to this LOAN agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).

Adjusted Construction Budget. The construction budget, as reflected in the LOAN, will be adjusted once actual construction bids are received. If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve funding increases for up to ten percent of the engineer's original estimate. If the low responsive responsible construction bid(s) are lower than estimated the DEPARTMENT may reduce funding to reflect the low bid amount. The DEPARTMENT may also reassess the LOAN amount based on additional funding from other sources received by the RECIPIENT after negotiation of this LOAN agreement. All changes to the LOAN amount will be done by formal amendment to this LOAN agreement.

Record Drawings. Upon completion of construction, the RECIPIENT will provide the DEPARTMENT's Project Manager with a set of record drawings (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction) in AutoCAD electronic format, and in reduced (11"x17") paper copy format.

Declaration of Construction Completion. Along with the set of record drawings, the RECIPIENT will provide certification in the form contained in WAC 173-240-095, signed by a professional engineer, indicating that the PROJECT was completed in accordance with the plans and specifications and major

change orders approved by the DEPARTMENT.

**Final Project Report.** The RECIPIENT will complete and submit a Final Project Report upon completion of the PROJECT. A template is available on the DEPARTMENT's website at: <http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/GrantLoanMgmtTools.html>.

**Operations and Maintenance Manual.** An Operations and Maintenance Manual ("O&M Manual") will be prepared in conformance with WAC 173-240-080, "Operation and Maintenance Manual" or other applicable guidance and submitted to the DEPARTMENT for approval. The O&M Manual will be updated as necessary following start-up to reflect actual operating experience. The DEPARTMENT's project manager may request the O&M Manual be submitted in either paper format, PDF format, Microsoft Word, or other electronic file format acceptable to the DEPARTMENT's project manager. All PDF documents submitted will be at a resolution of 300 dpi or better.

## **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

In order to comply with the FFATA, the RECIPIENT must complete the Data Reporting Form (see Attachment 7 for further instructions) and return it to the DEPARTMENT. The DEPARTMENT will report basic agreement information, including the required DUNS number, for all federally-funded agreements at [www.fsr.gov](http://www.fsr.gov). This information will be made available to the public at [www.usaspending.gov](http://www.usaspending.gov). RECIPIENTS who do not have a DUNS number can find guidance at [www.grants.gov](http://www.grants.gov). Please note that the DEPARTMENT will not sign this LOAN agreement until it has received the completed FFATA Data Collection Form. The RECIPIENT will submit this form electronically as well as provide a hard copy to the DEPARTMENT (see ATTACHMENT 7 for detailed instructions).

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using the DEPARTMENT's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

See [www.fsr.gov](http://www.fsr.gov) for details of this requirement. If your organization falls into this category, you must report the required information to Ecology.

## **FORCE ACCOUNT**

Prior to using its own forces to accomplish eligible PROJECT work, the RECIPIENT must request DEPARTMENT approval. The request must include a dollar amount and general description of the force account work. The request must also include a certification that the RECIPIENT has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT agrees to track and report the force account work submitted to the DEPARTMENT for reimbursement.

## **FUNDING RECOGNITION**

All site-specific projects must have a sign of sufficient size to be seen from nearby roadways acknowledging department financial assistance and left in place throughout the life of the project or facility. Department logos must be on all signs and documents. Logos will be provided as needed.

## **GROWTH MANAGEMENT PLANNING**

The RECIPIENT certifies by signing this LOAN agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management—Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the

RECIPIENT will notify the DEPARTMENT in writing of this change within 30 days.

### **INCREASED OVERSIGHT (IF APPLICABLE)**

The RECIPIENT will submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager will establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

### **INTERIM REFINANCE (IF APPLICABLE)**

The RECIPIENT agrees to use the funding from this LOAN agreement to pay-off existing debt for eligible costs incurred to complete this PROJECT, and to fund all or part of the remaining tasks outlined for this PROJECT. The RECIPIENT will maintain clear documentation of the debt pay-off and make such documentation available to the DEPARTMENT upon request.

### **LOAN REPAYMENT**

#### Sources of LOAN Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the LOAN from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein will be absolute and unconditional, and will not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the LOAN from the DEPARTMENT, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
2. For General Obligation. This LOAN is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This LOAN is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured; Lien Position. This LOAN is a Revenue-Secured Debt of the RECIPIENT's Utility. This LOAN will constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this LOAN is also secured by Utility Local Improvement Districts (ULID) Assessments, this LOAN will constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the LOAN from any funds legally available to it.
6. Defeasance of the LOAN. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT will not be entitled to, and will not affect, an economic Defeasance of the LOAN. The RECIPIENT will not advance refund the LOAN.

If the RECIPIENT defeases or advance refunds the LOAN, it will be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) the LOAN Amount with interest
- (ii) any other obligations of the RECIPIENT to the DEPARTMENT under this LOAN agreement, unless in its sole discretion the DEPARTMENT finds that repayment from those additional sources would not be in the public interest.

Failure to repay the LOAN Amount plus interest within the time specified in the DEPARTMENT's notice to make such repayment will incur Late Charges and will be treated as a LOAN Default.

7. Refinancing or Early Repayment of the PROJECT. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT will give the DEPARTMENT thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the LOAN.

### **Method and Conditions on Repayments**

1. Semiannual Payments. Notwithstanding any other provision of this LOAN agreement, the first semiannual payment of principal and interest on this LOAN will be paid no later than one year after the PROJECT Completion Date or Initiation of Operation Date.

Equal payments will be due every six months thereafter.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment will be due on the next business day for Washington State agencies.

Payments will be mailed to:

Department of Ecology  
Cashiering Unit  
P.O. Box 47611  
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with the DEPARTMENT's Financial Manager.

No change to the amount of the semiannual principal and interest payments will be made without a formal amendment to this LOAN agreement. The RECIPIENT will continue to make semiannual payments based on this LOAN agreement until the amendment is effective, at which time the RECIPIENT's payments will be made pursuant to the amended LOAN agreement.

2. Late Charges. If any amount of the Final LOAN Amount or any other amount owed to the DEPARTMENT pursuant to this LOAN agreement remains unpaid after it becomes due and payable, the DEPARTMENT may assess a Late Charge. The Late Charge will be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the LOAN is subject to the following additional limitations, among others: those on Defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of LOAN. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the LOAN or any portion of the remaining unpaid principal balance of the LOAN Amount. Any prepayments on the LOAN will be applied first to any accrued interest due and then to the outstanding principal balance of the LOAN Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT will first contact the DEPARTMENT's Revenue/Receivable Manager of the Fiscal Office.

### **LOCAL LOAN FUND PROJECTS (IF APPLICABLE)**

Local Loan Fund. The RECIPIENT will use the funds received from the DEPARTMENT under this LOAN agreement to establish and administer a local loan fund.

Local Loan Fund Servicing. The RECIPIENT will be responsible for local loan servicing and collecting and tracking local loan payments, but may contract for such services through a lending institution. The RECIPIENT will officially approve or deny the local loan request and will establish the local loan interest rate and the repayment period.

Schedule. A schedule for PROJECT completion, including milestone dates for loan marketing activities, numbers of loan applications and closures, disbursements, application deadlines, etc., will be submitted by the RECIPIENT with each quarterly progress report.

## **MODIFICATIONS TO AGREEMENT**

No subsequent amendments to this LOAN agreement will be of any force or effect unless reduced to a writing and signed by authorized representatives of the RECIPIENT and the DEPARTMENT, and made part hereof, except:

Insubstantial modifications may be approved in writing by the Department's Project Manager without a formal amendment. Insubstantial changes include:

- LOAN agreement contact
- Contact for billing/invoice questions
- The DEPARTMENT'S Project Manager or Financial Manager
- Frequency and number of required submittals
- Budget allocations not affecting the total LOAN Amount
- Similar changes requested by the RECIPIENT

No amendment to this LOAN agreement will be effective until accepted or affirmed in writing by the DEPARTMENT. In no event will any oral agreement or oral commitment be effective to amend this LOAN agreement.

## **PAYMENT REQUEST SUBMITTALS**

### **Equipment Purchase**

Equipment not included in a construction plans and specification approval must be pre-approved by the DEPARTMENT's project manager.

### **Requests for Reimbursement**

Instructions for submitting payment requests are found in ADMINISTRATIVE REQUIREMENTS, PART IV. A copy of this document will be furnished to the RECIPIENT.

1. Procedure. Payment requests will be submitted by the RECIPIENT to the Financial Manager of the DEPARTMENT.
2. Cost Reimbursable Basis: Payments to the RECIPIENT will be made on a "reimbursable basis" no more often than once per month unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.
3. Documentation: Each request for payment will be submitted by the RECIPIENT, along with documentation of the expenses per the DEPARTMENT's ADMINISTRATIVE REQUIREMENTS.
4. Required Forms: The RECIPIENT will submit all forms and supportive documentation to the DEPARTMENT's Financial Manager. Invoice voucher submittals will include:
  - State of Washington Invoice Voucher Form A19-1A
  - Form B2 (ECY 060-7)
  - Form C2 (ECY 060-9)
  - Form D (ECY 060-11)

5. Period of Payment. Payments will only be made for eligible costs of the PROJECT pursuant to the LOAN agreement and performed after the effective date and prior to the expiration date of the LOAN agreement, unless those dates are specifically modified in this LOAN agreement.
6. Ineligible Costs. Payments will be made only for eligible PROJECT costs incurred and will not exceed the Estimated LOAN Amount. If any audit identifies LOAN funds which were used to support ineligible costs, such funds may be immediately due and payable to the DEPARTMENT notwithstanding any provision to the contrary herein.
7. Overhead Costs. No payment for overhead costs in excess of 25 percent of salaries and benefits of the RECIPIENT will be allowed.
8. Certification. Each payment request will constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this LOAN agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the PROJECT or to repay the principal of or interest on the LOAN, have occurred since the date of this LOAN agreement. Any changes in the RECIPIENT's financial condition will be disclosed in writing to the DEPARTMENT by the RECIPIENT in its request for payment.

#### **POST PROJECT ASSESSMENT SURVEY**

The RECIPIENT agrees to participate in a brief survey regarding the key PROJECT results or water quality PROJECT outcomes and the status of long-term environmental results or goals from the PROJECT approximately three years after PROJECT completion. A representative from the DEPARTMENT's Water Quality Program will contact the RECIPIENT to request this data. The DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the PROJECT, as part of this assessment.

#### **PREVAILING WAGE**

##### **Prevailing Wage (Davis-Bacon Act):**

The RECIPIENT agrees, by signing this LOAN agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors will be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT will obtain the wage determination for the area in which the PROJECT is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations will be incorporated into solicitations and any subsequent contracts. The RECIPIENT will ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT will maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this LOAN agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the PROJECT involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

## **PROCUREMENT**

The RECIPIENT is responsible for procuring professional, personal, and other services using sound business judgment and good administrative procedures. This includes issuance of invitation of bids, requests for proposals, selection of contractors, award of subagreements, and other related procurement matters. The RECIPIENT will follow State procurement laws.

## **PROGRESS REPORTS**

The RECIPIENT will submit progress reports to the DEPARTMENT at least quarterly or such other schedule as set forth herein. The RECIPIENT will submit a copy of each progress report to both the Financial Manager and the Project Manager of the DEPARTMENT. Quarterly reports will cover the periods:

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

Quarterly reports are due 15 days following the end of the quarter being reported. Payment requests will not be processed without a current Progress Report. A progress report must be submitted even if no progress has occurred.

A Progress Report Form is available on the DEPARTMENT's website at <http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/GrantLoanMgmtTools.html>. At a minimum, all progress reports must contain the items outlined in the DEPARTMENT's Progress Report Form. The DEPARTMENT may request additional information as necessary.

The RECIPIENT will also report in writing to the DEPARTMENT any problems, delays, or adverse conditions which will materially affect its ability to meet PROJECT objectives or time schedules. This disclosure will be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation.

## **REFINANCE (SEE ALSO INTERIM REFINANCE)**

The RECIPIENT agrees to use the funding from this LOAN agreement to pay-off existing debt for eligible costs incurred. The RECIPIENT will maintain clear documentation of the debt pay-off and make such documentation available to the DEPARTMENT upon request.

## **REPRESENTATIONS AND WARRANTIES**

The RECIPIENT represents and warrants to the DEPARTMENT as follows:

### **A. Existence; Authority.**

It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this LOAN agreement and to undertake the PROJECT identified herein.

### **B. Application; Material Information.**

All information and materials submitted by the RECIPIENT to the DEPARTMENT in connection with its LOAN application were, when made, and are, as of the date the RECIPIENT executes this LOAN agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the PROJECT, the LOAN, or this LOAN agreement known to the RECIPIENT which has not been disclosed in writing to the DEPARTMENT.

### **C. Litigation; Authority.**

No litigation is now pending or, to the RECIPIENT'S knowledge, threatened, seeking to restrain, or

enjoin:

- (i) the execution of this LOAN agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the LOAN (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the LOAN (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iii) in any manner questioning the proceedings and authority under which the LOAN agreement, the LOAN, or the PROJECT are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this LOAN agreement has been repealed, revoked, or rescinded.

#### **D. Not an Excess Indebtedness**

For LOANs secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this LOAN agreement and the LOAN to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

#### **E. Due Regard**

For LOANs secured with a Revenue Obligation: The RECIPIENT has exercised due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the LOAN Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, will be available over and above such Maintenance and Operation Expense and those debt service requirements.

#### **SEWER-USER ORDINANCES AND USER-CHARGE SYSTEM (IF APPLICABLE)**

##### Sewer-Use Ordinance or Resolution

If not already in existence, the RECIPIENT will adopt and will enforce a sewer-use ordinance or resolution. The sewer use ordinance must include provisions to: 1) prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system; 2) prohibit inflow of stormwater; 3) require that new sewers and connections be properly designed and constructed; and 4) require all existing and future residents to connect to the sewer system. Such ordinance or resolution will be submitted to the DEPARTMENT upon request by the DEPARTMENT.

##### User-Charge System

The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and will adopt a system of user-charges to assure that each user of the utility will pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the PROJECT.

In addition, the RECIPIENT will regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required LOAN Reserve Account, and to repay the LOAN.

#### **SMALL COMMERCIAL ON-SITE SEWAGE SYSTEM REPAIR AND REPLACEMENT (IF APPLICABLE)**

On-site sewage system repair or replacement funding may be provided to eligible small commercial enterprises. The definition of "small commercial" requires that the average daily flows from any one single business cannot exceed 3,500 gallons per day. These enterprises may include public lodging

(including motels, hotels, and bed and breakfast establishments), rentals (apartments, duplexes, or houses), small restaurants, stores, or taverns.

The DEPARTMENT may adjust interest rates to below 2.6 percent based on evaluation of the RECIPIENT's total portfolio of local on-site sewage system loans issued to homeowners and small commercial enterprises.

The following is the Revolving Fund interest rate schedule for loans targeted to homeowners at three levels of county median household income:

County Median Household Income*	Revolving fund Adjustable Interest Rate Schedule	
	5-Year Term	20-Year Term
Above 80%	1.4%	2.7 %
50 – 80%	0.7%	1.4%
Below 50%	0%	0.7 %

The following is the Revolving Fund interest rate schedule for loans targeted to small commercial enterprises at three levels of annual gross revenue:

Small Commercial Enterprise Annual Gross Revenue	Revolving Fund Adjustable Interest Rate Schedule	
	5-Year Term	20-Year Term
Above \$100,000	1.4%	2.7 %
\$50,000 - \$100,000	0.7%	1.4%
Below \$50,000	0%	0.7 %

In order for a small commercial enterprise to be considered for extreme hardship, the business must provide documentation to substantiate that annual gross revenue is less than \$100,000.

The RECIPIENT agrees to submit a final compilation of the local loans provided to homeowners and small commercial enterprises throughout the duration of the PROJECT. The list will include information provided by the RECIPIENT regarding the number and final dollar amounts of loans funded in the following respective homeowner income and small commercial enterprise revenue levels:

- County Median Household Income
  - Above 80 %
  - 50 to 80 %
  - Below 50 %
- Small Commercial Enterprise Annual Gross Revenue
  - Above \$100,000
  - \$50,000 to \$100,000
  - Below \$50,000

## TERMINATION AND DEFAULT; REMEDIES

### A. Termination and Default Events

1. For Insufficient DEPARTMENT or RECIPIENT Funds. This LOAN agreement may be terminated by the DEPARTMENT for insufficient DEPARTMENT or RECIPIENT funds.
2. For Failure to Commence Work. This LOAN agreement may be terminated by the DEPARTMENT for failure of the RECIPIENT to commence PROJECT work.
3. Past Due Payments. The RECIPIENT will be in default of its obligations under this LOAN agreement when any LOAN repayment becomes 60 days past due.
4. Other Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon

satisfactory performance in full by the RECIPIENT of all of its obligations under this LOAN agreement. The RECIPIENT will be in default of its obligations under this LOAN agreement if, in the opinion of the DEPARTMENT, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this LOAN agreement.

## **B. Procedures for Termination**

If this LOAN agreement is terminated prior to PROJECT completion, the DEPARTMENT will provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the DEPARTMENT will specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the LOAN and all accrued interest (the "Termination Payment Date").

## **C. Termination and Default Remedies**

1. No Further Payments. On and after the Termination Date, or in the event of a default event, the DEPARTMENT may, in its sole discretion, withdraw the LOAN and make no further payments under this LOAN agreement.
2. Repayment Demand. In response to a DEPARTMENT initiated termination event, or in response to a LOAN default event, the DEPARTMENT may in its sole discretion demand that the RECIPIENT repay the outstanding balance of the LOAN Amount and all accrued interest.
3. Interest after Repayment Demand. From the time that the DEPARTMENT demands repayment of funds, amounts owed by the RECIPIENT to the DEPARTMENT will accrue additional interest at the rate of one percent per month, or fraction thereof.
4. Accelerate Repayments. In the event of a default, the DEPARTMENT may in its sole discretion declare the principal of and interest on the LOAN immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligations upon the Net Revenue. Repayments not made immediately upon such acceleration will incur Late Charges.
5. Late Charges. All amounts due to the DEPARTMENT and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, will incur Late Charges.
6. Intercept State Funds. In the event of a default event and in accordance with RCW 90.50A.060, "Defaults," any state funds otherwise due to the RECIPIENT may, in the DEPARTMENT's sole discretion, be withheld and applied to the repayment of the LOAN.
7. Property to DEPARTMENT. In the event of a default event and at the option of the DEPARTMENT, any property (equipment and land) acquired under this LOAN agreement may, in the DEPARTMENT's sole discretion, become the DEPARTMENT's property. In that circumstance, the RECIPIENT's liability to repay money will be reduced by an amount reflecting the fair value of such property.
8. Documents and Materials. If this LOAN agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT will, at the option of the DEPARTMENT, become DEPARTMENT property. The RECIPIENT will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
9. Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by

the RECIPIENT, under this LOAN agreement.

10. Fees and Expenses. In any action to enforce the provisions of this LOAN agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) will be awarded to the prevailing party as that term is defined in RCW 4.84.330, "Actions on contract or lease . . .—Waiver prohibited."
11. Damages. Notwithstanding the DEPARTMENT's exercise of any or all of the termination or default remedies provided in this LOAN agreement, the RECIPIENT will not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the state of Washington because of any breach of this LOAN agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

## **WATER QUALITY MONITORING**

### Quality Assurance Project Plan (QAPP):

Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow the DEPARTMENT's "Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies," (Ecology Publication No. 04-03-030). The RECIPIENT may also reference the "Technical Guidance for Assessing the Quality of Aquatic Environments," revised February 1994 (Ecology Publication No. 91-78).

*(Remainder of this page has been intentionally left blank.)*

## ATTACHMENT 5: AGREEMENT DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this LOAN agreement:

**“Administrative Requirements”** means the effective edition of DEPARTMENT's ADMINISTRATIVE REQUIREMENTS FOR ECOLOGY GRANTS AND LOANS at the signing of this LOAN.

**“Annual Debt Service”** for any calendar year means for any applicable bonds or loans including the LOAN, all interest plus all principal due on such bonds or loans in such year.

**“Average Annual Debt Service”** means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the LOAN to the last scheduled maturity of the LOAN divided by the number of those years.

**“Contract Documents”** means the contract between the RECIPIENT and the construction contractor for construction of the PROJECT.

**“Cost Effective Analysis”** means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in WAC 173-98-730.

**“Defease”** or **“Defeasance”** means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

**“DEPARTMENT”** means the state of Washington, Department of Ecology, or any successor agency or department.

**“Estimated LOAN Amount”** means the initial amount of funds loaned to the RECIPIENT.

**“Final LOAN Amount”** means all principal of and interest on the LOAN from the PROJECT Start Date through the PROJECT Completion Date.

**“General Obligation Debt”** means an obligation of the RECIPIENT secured by annual *ad valorem* taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

**“General Obligation Payable from Special Assessments Debt”** means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

**“Gross Revenue”** means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the LOAN Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or

refund Utility obligations or (B) in an obligation redemption fund or account other than the LOAN Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

**“Guidelines”** means the DEPARTMENT's Funding Guidelines that that correlate to the State Fiscal Year in which the PROJECT is funded.

**“Initiation of Operation”** is the actual date the Water Pollution Control Facility financed with proceeds of the LOAN begins to operate for its intended purpose.

**“LOAN”** means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this LOAN agreement.

**“LOAN Amount”** means either an Estimated LOAN Amount or a Final LOAN Amount, as applicable.

**“LOAN Fund”** means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the LOAN.

**“Maintenance and Operation Expense”** means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

**“Net Revenue”** means the Gross Revenue less the Maintenance and Operation Expense.

**“Principal and Interest Account”** means, for a LOAN that constitutes Revenue-Secured Debt, the account of that name created in the LOAN Fund to be first used to repay the principal of and interest on the LOAN.

**“PROJECT”** means the PROJECT described in this LOAN agreement.

**“PROJECT Completion Date”** is the date specified in the LOAN agreement as that on which the Scope of Work will be fully completed.

**“PROJECT Schedule”** is that schedule for the PROJECT specified in the LOAN agreement.

**“Reserve Account”** means, for a LOAN that constitutes Revenue-Secured Debt, the account of that name created in the LOAN Fund to secure the payment of the principal of and interest on the LOAN.

**“Revenue-Secured Debt”** means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

**“Scope of Work”** means the tasks and activities constituting the PROJECT.

**“Senior Lien Obligations”** means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this LOAN agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this LOAN

agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the LOAN, subject only to Maintenance and Operation Expense.

**“State Water Pollution Control Revolving Fund (Revolving Fund)”** means the water pollution control revolving fund established by RCW 90.50A.020.

**“Termination Date”** means the effective date of the DEPARTMENT’s termination of the LOAN agreement.

**“Termination Payment Date”** means the date on which the RECIPIENT is required to repay to the DEPARTMENT any outstanding balance of the LOAN and all accrued interest.

**“Total Eligible PROJECT Cost”** means the sum of all costs associated with a water quality project that have been determined to be eligible for DEPARTMENT grant or loan funding.

**“Total PROJECT Cost”** means the sum of all costs associated with a water quality project, including costs that are not eligible for DEPARTMENT grant or loan funding.

**“ULID”** means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

**“ULID Assessments”** means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the LOAN Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

**“Utility”** means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the LOAN.

(Revised September 2007)

**ATTACHMENT 6: LOAN GENERAL TERMS AND CONDITIONS**  
**PERTAINING TO GRANT AND LOAN AGREEMENTS OF**  
**THE DEPARTMENT OF ECOLOGY**

**A. RECIPIENT PERFORMANCE**

All activities for which grant/LOAN Funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the LOAN agreement's final scope of work and budget.

**B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this LOAN agreement.

**C. THIRD PARTY BENEFICIARY**

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this LOAN agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

**D. CONTRACTING FOR SERVICES (BIDDING)**

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

**E. ASSIGNMENTS**

No right or claim of the RECIPIENT arising under this LOAN agreement shall be transferred or assigned by the RECIPIENT.

**F. COMPLIANCE WITH ALL LAWS**

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits. Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.
2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the LOAN agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/LOAN Funds available to women or minority owned businesses.

3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this LOAN agreement for cause as provided in Section K.1, herein.

#### **G. KICKBACKS**

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

#### **H. AUDITS AND INSPECTIONS**

1. The RECIPIENT shall maintain complete program and financial records relating to this LOAN agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this LOAN agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this LOAN agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this LOAN agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

#### **I. PERFORMANCE REPORTING**

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted. Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30)

days following the end of the quarter being reported.

## **J. COMPENSATION**

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the LOAN agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer. The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work.

Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this LOAN agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/LOAN agreement and performed after the effective date and prior to the expiration date of this LOAN agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this LOAN agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this LOAN agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

## **K. TERMINATION**

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this LOAN agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this LOAN agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this LOAN agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this LOAN agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of LOAN agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. **Insufficient Funds.** The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this LOAN agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this LOAN agreement as provided in paragraph K.1 above.

When this LOAN agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. **Failure to Commence Work.** In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this LOAN agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this LOAN agreement.

## **L. WAIVER**

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this LOAN agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this LOAN agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

## **M. PROPERTY RIGHTS**

1. **Copyrights and Patents.** When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. **Publications.** When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. **Tangible Property Rights.** The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. **Personal Property Furnished by the DEPARTMENT.** When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the B-4 DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. **Acquisition Projects.** The following provisions shall apply if the project covered by this LOAN agreement includes funds for the acquisition of land or facilities:
  - a. Prior to disbursement of funds provided for in this LOAN agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
  - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this LOAN agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this LOAN agreement.
6. **Conversions.** Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this LOAN agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this LOAN agreement bear to the total acquisition, purchase or construction costs of such property.

## **N. SUSTAINABLE PRODUCTS**

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

## **O. RECOVERY OF PAYMENTS TO RECIPIENT**

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this LOAN agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this LOAN agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/LOAN Funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the

RECIPIENT prior to such termination. Any property acquired under this AGREEMENT, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

#### **P. PROJECT APPROVAL**

The extent and character of all work and services to be performed under this LOAN agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

#### **Q. DISPUTES**

Except as otherwise provided in this LOAN agreement, any dispute concerning a question of fact arising under this LOAN agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal. In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this LOAN agreement and in accordance with the decision rendered.

#### **R. CONFLICT OF INTEREST**

No officer, member, agent, or employee of either party to this LOAN agreement who exercises any function or responsibility in the review, approval, or carrying out of this LOAN agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this LOAN agreement or the proceeds thereof.

#### **S. INDEMNIFICATION**

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this LOAN agreement.

#### **T. GOVERNING LAW**

This LOAN agreement shall be governed by the laws of the State of Washington.

#### **U. SEVERABILITY**

If any provision of this LOAN agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this LOAN agreement which can be given effect without the invalid provision, and to this end the provisions of this LOAN agreement are declared to be severable.

#### **V. PRECEDENCE**

In the event of inconsistency in this LOAN agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 04/04

**ATTACHMENT 7: THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) & EPA DATA REPORTING SHEET (DATA REPORTING SHEET)**

**Instructions**

*The RECIPIENT is required to complete and submit the Data Reporting Sheet to the DEPARTMENT as ATTACHMENT 7 of this LOAN agreement. The information provided in the Data Reporting Sheet 1) fulfills the FFATA reporting requirements (see FFATA Reporting Requirements, ATTACHMENT 4); and 2) gathers additional information required to be reported to the Environmental Protection Agency (EPA)*

*The RECIPIENT will please:*

- 1. Access the Data Reporting Sheet Form on the DEPARTMENT's Water Quality Program financial management website.*
- 2. Fill out the form completely, including compensation information (if all FFATA criteria are met).*
- 3. Print a copy of the completed form.*
- 4. Get the appropriate signature on the form and submit as ATTACHMENT 7 of this LOAN agreement.*
- 5. Send the electronic copy to the DEPARTMENT's Project Manager and Financial Manager.*

**Clean Water State Revolving Fund (CWSRF)  
Federal Funding Accountability and Transparency Act (FFATA)  
Reporting Form**

CWSRF funding requires compliance with the Federal Funding Accountability and Transparency Act by both Ecology and recipients of CWSRF funding. The purpose of the Transparency Act is to make information available online for the public to see how recipients are spending federal funds.

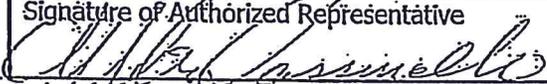
One key requirement is for your organization to have a Data Universal Numbering System (DUNS) number and to supply it via the FFATA reporting process. If you do not already have one, you may get a DUNS number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).

CWSRF Funding Agreement Number: L1300006

**Recipient Information**

1. Legal Name City of Ilwaco	2. DUNS Number 00-3206976																		
3. Principle Place of Performance Klahanee Drive; Nesadi Drive, Wecoma Place, and Hiaqua Place																			
3a. City Ilwaco	3b. State WA																		
3c. Zip+4 98624	3d. Country United States																		
<p>4. In the preceding fiscal year did your organization:</p> <p>a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b></p> <p>b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; <b>and</b></p> <p>c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330.</p> <p><input type="checkbox"/> NO. Skip to signature block, sign and date, complete page 2, and return.</p> <p><input checked="" type="checkbox"/> YES. You must report the following information for the five (5) most highly compensated executives in your organization. Sign, date and return.</p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width:35%;">Name Of Official</th> <th style="width:35%;">Position Title</th> <th style="width:30%;">Total Compensation Amount*</th> </tr> </thead> <tbody> <tr> <td>1. Mike Cassinelli</td> <td>Mayor</td> <td>5500.00</td> </tr> <tr> <td>2. David Jensen</td> <td>Council member</td> <td>2200.00</td> </tr> <tr> <td>3. Fred Marshall</td> <td>Councilmember</td> <td>2200.00</td> </tr> <tr> <td>4. Gary Forrier</td> <td>Councilmember</td> <td>4600.00</td> </tr> <tr> <td>5. Aldrich Smith</td> <td>Councilmember</td> <td>1300.00</td> </tr> </tbody> </table>		Name Of Official	Position Title	Total Compensation Amount*	1. Mike Cassinelli	Mayor	5500.00	2. David Jensen	Council member	2200.00	3. Fred Marshall	Councilmember	2200.00	4. Gary Forrier	Councilmember	4600.00	5. Aldrich Smith	Councilmember	1300.00
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3. Fred Marshall	Councilmember	2200.00																	
4. Gary Forrier	Councilmember	4600.00																	
5. Aldrich Smith	Councilmember	1300.00																	
<p>*Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year. (For more information, see 17 CFR 229.402 (C)(2)).</p>																			

By signing this document, the Authorized Representative attests to the information above.

Signature of Authorized Representative 	Print Name Mike Cassinelli	Date
--	-------------------------------	------

Please submit this completed form (both pages) using the instructions in your CWSRF agreement for completion of its Attachment #7. The Department of Ecology will not authorize the CWSRF funding agreement without this form properly completed and submitted per those instructions.

**Clean Water State Revolving Fund (CWSRF)  
Federal Funding Accountability and Transparency Act (FFATA)  
Reporting Form**

CWSRF Funding Agreement Number

L1300006

Project Description (instructions and example below)

**Ilwaco Sahalee Sewer Improvement:** The sewers and lift station in the Sahalee neighborhood were installed in the 1970s. Pulled joints in the sewer have resulted in the discharge of raw sewage. The lift station is structurally unsound and mechanically unreliable. This project will provide planning, environmental review and public participation for system replacement.

**Instructions for Subaward Project Description:**

In the first line of the description, provide a title for the subaward that captures the main purpose of the subrecipient's work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the subaward, how the funds will be used, and what will be accomplished.

**Example of a Subaward Project Description:**

**Increase Healthy Behaviors:** Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco-free treatment environments.



# Clean Water State Revolving Fund Initial Data Reporting Sheet

## General Project Information

Loan Agreement Number:

Project Title: Ilwaco Sahalee Sewer Improvements

Name of Recipient Organization: City of Ilwaco

Recipient's Project Manager Contact Information (Name, Address, Telephone, Email):

Elaine McMillan, Treasurer

City of Ilwaco

PO Box 548

Ilwaco, WA 98624

(360)642-3145

treasurer@ilwaco-wa.gov

Ecology Project Contacts:

Project Manager:

Dave Dougherty

ddou461@ecy.wa.gov

(360) 407-6278

WA State Department of Ecology

P.O. Box 47775

Olympia, WA 98504-7775

Financial Manager:

William Hashim

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(360) 407-6549

WA State Department of Ecology

P.O. Box 47600

Olympia, WA 98504-7600

Project Start Date:

July 6, 2012

Anticipated Project Completion Date:

June 30, 2013

Anticipated Initiation of Operation Date (if applicable):

NA

Total Project Cost: \$44,500

Total Committed Ecology Loan Funding: \$22,250

NOTE: Guidance document for the questions below can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/GuidanceSRFInitialReport.doc>

## Project Details

Categories for the Project (choose all that are involved in the scope of work of this project. And the percentage, by cost, of the project work involved in each of those categories.) (See Guidance document for the Category descriptions):

Planning and Design Only

**Clean Water State Revolving Fund  
Initial Data Reporting Sheet**

Wastewater Treatment Works Categories

<input type="checkbox"/> Category I		%
<input type="checkbox"/> Category II		%
<input checked="" type="checkbox"/> Category IIIA	100	%
<input type="checkbox"/> Category IIIB		%
<input type="checkbox"/> Category IVA		%
<input type="checkbox"/> Category IVB		%
<input type="checkbox"/> Category V		%
<input type="checkbox"/> Category VI		%
<input type="checkbox"/> Category X		%

Nonpoint Source Categories

<input type="checkbox"/> Category VII-A		%
<input type="checkbox"/> Category VII-B		%
<input type="checkbox"/> Category VII-C		%
<input type="checkbox"/> Category VII-D		%
<input type="checkbox"/> Category VII-E		%
<input type="checkbox"/> Category VII-F		%
<input type="checkbox"/> Category VII-G		%
<input type="checkbox"/> Category VII-H		%
<input type="checkbox"/> Category VII-I		%
<input type="checkbox"/> Category VII-J		%
<input type="checkbox"/> Category VII-K		%
<input type="checkbox"/> Category VII-L		%

Population Served by the Recipient Organization:

936

Population Served by the Project (Nonpoint/Activity projects skip this question):

125

Population Served by the total System (Nonpoint/Activity projects skip this question):

2100

Wastewater Volume (Design Flow) for the Project, (in Millions of Gallons per Day, MGD)  
(Nonpoint/Activity projects skip this question):

To be determined in the study

Wastewater Volume (Design Flow) for the total System, (in Millions of Gallons per Day, MGD)  
(Nonpoint/Activity projects skip this question):

1.1

Check all that this project involves:

- Ocean Outfall
- Estuary/Coastal Bay
- Wetland
- Surface Water (Stream, River, Lake)

**Clean Water State Revolving Fund  
Initial Data Reporting Sheet**

- Groundwater
- Land Application
- Eliminates Discharge
- Involves No Change in Discharge
- Discharge is Seasonal
- No Discharge Involved

National Pollutant Discharge Elimination System (NPDES) Permit number (if applicable):  
WA0023159

Other Permit (as applicable), such as State Discharge permit, Phase I/Phase II Stormwater permit, etc  
Enter the type of permit and its number:

Type: Industrial Stormwater General Permit Number: WAR125118

Name of the most primary Receiving Waterbody (if applicable):  
Baker Bay

For Facility projects, identify the Latitude and Longitude (in Decimal Degrees) of the facility by its outfall location, or where it is impacting the primary Receiving Waterbody:

Latitude: 46.303484 Longitude: -124.003140

Primary Receiving Waterbody's Federal NHD 12-Digit HUC Code: 12170800060500

(Important EPA reporting element. The following Internet page will allow you to drag over to Washington State and double-click to zoom in and locate the 12 digit HUC code for the area where the project is located:  
<http://viewer.nationalmap.gov/viewer/nhd.html?p=nhd> )

**Contribution to Water Quality**

(Please choose only one) - Project contributes to water quality

- Improvement
- Maintenance

(Please choose only one) - Project will allow the system to

- Achieve Compliance
- Maintain Compliance
- Progress Toward Achieving Compliance
- Not Applicable (for Nonpoint projects)

(Please choose only one) - The primary affected waterbody is

- Meeting Standards
- Impaired
- Threatened
- Not Yet Assessed

## Clean Water State Revolving Fund Initial Data Reporting Sheet

(Please choose only one) – Project allows the system to address

- Existing TMDL
  - Projected TMDL
  - Watershed Management Plan
-

# Clean Water State Revolving Fund Initial Data Reporting Sheet

## Designated Surface Water Uses This Project Helps Protect or Restore

Identify the Designated Surface Water Uses, Other Uses, and Outcomes that this project helps to protect or restore. If the project maintains or improves water quality, or if it increases effluent loadings but meets its permit, it contributes to protection of the uses you find when matching pollutants. If the project reduces loadings of a pollutant that is impairing a designated use (303(d) list), the project contributes to restoration of that use.

Select all applicable Uses and Outcomes (and if the project is Protecting it or Restoring it), and identify which one is the Primary one that the project is intended to protect or restore (check only one of them as the Primary):

Water Supply - Domestic

Protect

Restore

Primary

Water Supply - Industrial

Protect

Restore

Primary

Water Supply - Agricultural/Stock Watering

Protect

Restore

Primary

Salmonid Migration, Growth, and Harvesting

Protect

Restore

Primary

Other Fish Migration, Growth, and Harvesting

Protect

Restore

Primary

Clam, Oyster, and Mussel Growth and Harvesting

Protect

Restore

Primary

Crustaceans/Other Shellfish Growth and Harvesting

Protect

Restore

Primary

Wildlife Habitat

Protect

Restore

Primary

Clean Water State Revolving Fund  
Initial Data Reporting Sheet

Primary Contact Recreation

Protect

Restore

Primary

Secondary Contact Recreation, Boating

Protect

Restore

Primary

Aesthetic Enjoyment

Protect

Restore

Primary

Commerce and Navigation

Protect

Restore

Primary

Infrastructure Improvement

Protect

Restore

Primary

Regionalization/Consolidation

Protect

Restore

Primary

Water Reuse/Recycling/Conservation

Protect

Restore

Primary

Groundwater Protection

Protect

Restore

Primary

Drinking Water Supply

Protect

Restore

Primary

Other Public Health/Pathogen Reduction

Protect

Restore

Primary



# ESTIMATED LOAN REPAYMENT SCHEDULE

## ATTACHMENT 8

<b>Loan Number</b>	L1300006	<b>Loan Amount</b>	\$22,250.00
<b>Recipient Name</b>	City of Ilwaco	<b>Term of Loan</b>	9 Payments
<b>Amortization Method</b>	Compound-365 D/Y	<b>Annual Int. Rate</b>	1.400 %
<b>Project Completion Date</b>	06/30/2013	<b>Interest Compounded</b>	Monthly
<b>Initiation of Operations</b>		<b>Loan Date</b>	06/30/2013

<b>Loan Number</b>	L1300006	<b>Department of Ecology</b>
<b>Recipient Name</b>	City of Ilwaco	<b>Date Created</b> 11/26/2012

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
1	06/30/2014	\$2,577.73	\$313.08	\$2,264.65	\$19,985.35
2	12/30/2014	\$2,577.73	\$140.31	\$2,437.42	\$17,547.93
<b>SubTotal</b>	<b>2014</b>	<b>\$5,155.46</b>	<b>\$453.39</b>	<b>\$4,702.07</b>	
3	06/30/2015	\$2,577.73	\$123.19	\$2,454.54	\$15,093.39
4	12/30/2015	\$2,577.73	\$105.96	\$2,471.77	\$12,621.62
<b>SubTotal</b>	<b>2015</b>	<b>\$5,155.46</b>	<b>\$229.15</b>	<b>\$4,926.31</b>	
5	06/30/2016	\$2,577.73	\$88.61	\$2,489.12	\$10,132.50
6	12/30/2016	\$2,577.73	\$71.13	\$2,506.60	\$7,625.90
<b>SubTotal</b>	<b>2016</b>	<b>\$5,155.46</b>	<b>\$159.74</b>	<b>\$4,995.72</b>	
7	06/30/2017	\$2,577.73	\$53.54	\$2,524.19	\$5,101.71
8	12/30/2017	\$2,577.73	\$35.82	\$2,541.91	\$2,559.80
<b>SubTotal</b>	<b>2017</b>	<b>\$5,155.46</b>	<b>\$89.36</b>	<b>\$5,066.10</b>	
9	06/30/2018	\$2,577.77	\$17.97	\$2,559.80	\$0.00
<b>SubTotal</b>	<b>2018</b>	<b>\$2,577.77</b>	<b>\$17.97</b>	<b>\$2,559.80</b>	
<b>Grand Total</b>		<b>\$23,199.61</b>	<b>\$949.61</b>	<b>\$22,250.00</b>	

**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates: Council Workshop: Public Hearing:  
Council Discussion Item: 1/14/13 Council Business Item:
- B. Issue/Topic: **Declaration of Emergency for roadway and culvert repairs**
- C. Sponsor(s):  
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):  
1. Due to significant rainfall and flooding occurring December 16 through 22, 2012, the City of Ilwaco experienced damage, namely to the Main Street culvert and the city water lines along State Highway 101 north of the Sahalee subdivision, which caused immediate health, safety and welfare concerns for the citizens and visitors to the area.  
2. On December 28, 2012, Gray & Osborne investigated slide issues with a geotechnical engineer to evaluate the immediate threat to the city's water and sewer infrastructure.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
1. The mayor determined immediate temporary repairs to the roadway were necessary to provide access and repair water lines to restore water service.  
2. For projects under \$150,000, state bidding laws require five quotes from entities on the small works roster must be obtained and a list of those contacted maintained. For projects less than \$40,000 *best practice* is to obtain three quotes from entities on the small works roster. In the event the project is an emergency (unforeseen circumstances that present a real, immediate threat to the proper performance of essential functions or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken) competitive bidding is waived. The governing body must declare the emergency within two weeks.
- F. Impacts:  
1. Fiscal: If eligible for emergency funding from USDA RD or CDBG, an emergency must be declared.  
2. Legal:  
3. Personnel:  
4. Service/Delivery:
- G. Time Constraints/Due Dates: The governing body must declare the emergency within two weeks.
- H. Proposed Motion: **I move to adopt the proposed resolution declaring an emergency for the immediate repair or replacement of the roadway and culvert at Main Street and to replace or repair the city's water and sewer infrastructure, if necessary, in the area of the landslide onto State Highway 101, waive competitive bidding requirements and confirm the mayor was authorized to award all necessary contracts on behalf of the city to address the emergency.**

**CITY OF ILWACO  
RESOLUTION NO. 2013-xx**

**A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON, DECLARING AN EMERGENCY**

**WHEREAS**, due to the significant rainfall and subsequent flooding that occurred during the week of December 16 through December 22, 2012, the city sustained an assortment of damage including a wash out of a city street and a landslide onto State Highway 101 along with associated water line breaks; and

**WHEREAS**, a local contractor assisted public works staff in placing temporary steel plates over the washed out city street to provide access and repairing the broken water lines to restore water service along State Highway 101. Washington State Department of Transportation responded to clear dirt and debris deposited on their road from the landslide onto State Highway 101; and

**WHEREAS**, temporary repairs were made to restore water service and use of the city street and state highway; however, the hazards still present a real, immediate threat and will likely result in material loss or damage to property, bodily injury or loss of life if not permanently repaired in a timely manner; and

**WHEREAS**, the city, in order to immediately remedy the issues, must declare an emergency, waive competitive bidding requirements and award all necessary contracts on behalf of the city to address the emergency.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1. Declaration of Emergency and Findings.** The City of Ilwaco, Washington, hereby declares an emergency as a result of unsafe conditions from the damage sustained during the week of December 16 through December 22, 2012, at the Main Street culvert and from a landslide onto State Highway 101 north of the Sahalee subdivision, and is hereby authorized to convey this declaration to all public and private entities. Emergency powers as defined by RCW 39.04.280 are enacted to obtain the services necessary to ensure the health, safety and welfare of personnel and the citizens of Ilwaco, Washington. The factual basis of the emergency, as required by RCW 39.04.280, is as follows:

- a. The City of Ilwaco experienced damage, namely to the Main Street culvert and the city water lines along State Highway 101 north of the Sahalee subdivision, which caused immediate health, safety and welfare concerns for the citizens and visitors to the area.
- b. The City of Ilwaco has further determined that the temporary repairs made just following the damage must be permanently repaired in a timely manner to mitigate the imminent threat to the health, safety and welfare of personnel and the citizens of Ilwaco.

**Section 2. Authority.** The mayor of the City of Ilwaco is hereby authorized to contract for the repair or replacement of the roadway and culvert at Main Street and to stabilize and replace or

repair the city's water and sewer infrastructure, if necessary, in the area of the landslide onto State Highway 101, without utilizing the competitive bidding process.

**Section 3. Effective Date.** This ordinance, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and, given the possible danger to public health, safety and welfare, shall take effect immediately upon passage by the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS \_\_\_\_TH DAY OF JANUARY, 2013.**

\_\_\_\_\_  
Mike Cassinelli, Mayor

ATTEST:

\_\_\_\_\_  
PJ Kezele, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE:

**CITY OF ILWACO  
CITY COUNCIL AGENDA ITEM BRIEFING**

A. Meeting Dates: Council Workshop: Public Hearing:  
Council Discussion Item: 1/14/13 Council Business Item: 1/28/13

B. Issue/Topic: **Franchise Agreement with LS Networks**

C. Sponsor(s):

1. Gary Forner
- 2.

D. Background (overview of why issue is before council):

1. LightSpeed Networks (LS Networks) has proposed to provide telecommunication services within the city limits, and has requested a telecommunications franchise from the city related to telecommunications located in the public rights-of-way within the city.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

1. LS Networks, an Oregon corporation, has requested franchise agreements throughout Washington, including Long Beach, to expand their fiber optics network.

F. Impacts:

1. Fiscal: Utility taxes, \$500 administrative fee and reimbursement of attorney's fees.
2. Legal: Reviewed and approved by Heather Reynolds.
3. Personnel: n/a
4. Service/Delivery: n/a

G. Planning Commission:  Recommended  N/A  Public Hearing on

H. Staff Comments:

- 1.

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to adopt the proposed ordinance granting to LightSpeed Networks, Inc., DBA LS Networks, a franchise contract to construct, operate and maintain a telecommunications network within the City of Ilwaco, Washington.**

**CITY OF ILWACO  
ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, GRANTING TO LIGHTSPEED NETWORKS, INC., DBA "LS NETWORKS," AN OREGON CORPORATION, A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF ILWACO, WASHINGTON.**

**WHEREAS**, LightSpeed Networks, Inc., dba LS Networks, an Oregon Corporation (hereinafter "Franchisee") has proposed to provide telecommunications services within the city limits of Ilwaco, Washington, and has requested a telecommunications franchise (hereinafter "Franchise") from the City of Ilwaco, a municipal corporation organized under the laws of the State of Washington (hereinafter "City"), relating to telecommunications located in the public rights-of-way within the city; and

**WHEREAS**, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way; and

**WHEREAS**, the City has reviewed said request and has determined that it is in the best interest of the City to grant a non-exclusive Franchise to Franchisee, subject to the terms and conditions stated herein.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,  
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

A Franchise is hereby granted to Franchisee to operate and maintain a telecommunication system within the city limits of Ilwaco, Washington, subject to terms and conditions set forth following:

**Section 1. Definitions.**

"Gross revenues" means any and all revenue of any kind, nature or form, without deduction for expense, in the city, as is further defined in Section 12. All such revenue remains subject to applicable FCC rules and regulations, which exclude revenues from internet access services while prohibited by law.

"Rights-of-way" means the present and future streets, viaducts, elevated roadways, alleys, public highways and avenues in the city, including rights-of-way held in fee, or by virtue of an easement or dedication.

"Telecommunications" means the transmission between and among points specified by the user of information of the user's choosing, without change in the form or content of the information as sent and received.

“Telecommunications network” means the infrastructure owned by Franchisee utilizing one or more facilities located within the City's rights-of-way, including but not limited to, lines, poles, anchors, wires, cables, conduit, laterals and other appurtenances necessary and convenient to the provision of access to the internet and telecommunications service.

“Telecommunications service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities’ uses

**Section 2. Grant of Franchise.**

A. The City hereby grants to Franchisee, its successors and assigns as authorized herein, a nonexclusive right, privilege, authority and Franchise to erect, construct, operate, repair and maintain in, under, upon, along, across and over the City's rights-of-way, its lines, poles, anchors, wires, cables, conduits, laterals and other necessary and convenient fixtures and equipment, for the purposes of constructing, operating and maintaining a competitive telecommunications network within the city.

B. All of Franchisee’s rates and charges shall be nondiscriminatory as to all persons and organizations of similar classes, under similar circumstances and conditions. Franchisee shall apply its rates in accordance with governing law, with similar rates and charges for all customers receiving similar service, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability, or geographic location in the service area.

**Section 3. Franchise not exclusive.**

The Franchise granted herein is not exclusive, and shall not be construed as any limitation upon the right of the City to grant to other persons or corporations, including itself, rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other rights-of-way, by franchise, permit or otherwise; provided, however, that any such grant shall be done in a competitively neutral and non-discriminatory manner with respect to the rights, privileges and authorities afforded Franchisee.

**Section 4. Effective date.**

This ordinance and Franchise shall be effective from date of approval, passage and publication as required by law.

**Section 5. Term and termination.**

The term of this Franchise shall be ten (10) years, commencing with the effective date of this Ordinance. Thereafter, this Franchise shall continue in full force and effect for an additional ten (10) years unless notice is given by either party at least ninety (90) days before expiration, of its intention to terminate or renegotiate the Franchise. Upon termination or expiration of the Franchise, Franchisee shall, within one hundred and eighty (180) days, remove all its facilities from the City's rights-of-way. Should the Franchisee fail to remove its

facilities within the one hundred and eighty (180) day period, the City may remove such facilities, with all costs of such removal to be paid or reimbursed by Franchisee.

**Section 6. No limitation of City authority.**

A. Except as provided in Section 7 following, nothing in this Franchise Agreement shall in any way be construed or interpreted to prevent, or in any way limit, the City from modifying or performing any work in its rights-of-way, or granting other franchises use of rights-of-way, or of adopting general ordinances regulating use of or activities in the rights-of-way, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its rights-of-way, whether now owned or hereinafter acquired.

B. In the event that any portion of the Franchisee's infrastructure interferes with any present or future use the City desires to make of its rights-of-way, Franchisee shall, upon request and at its sole expense, promptly relocate such infrastructure and restore the area where such relocation occurs to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

C. In the event that Franchisee has paid for the relocation costs of the same facilities at the request of the City within any five-year (5) period, the cost of relocation shall be shared equally between the Franchisee and City in the event that the City requests a relocation.

D. Except as otherwise provided by law, and subject to Section 7 herein, nothing in this Franchise Agreement shall be construed to give the Franchisee any credit or exemption from any nondiscriminatory, generally applicable business tax, or other tax now or hereafter levied upon Franchisee's taxable real or personal property, or against any permit fees or inspection fees required as a condition of construction of any improvements upon Franchisee's real property and imposed under a generally applicable ordinance or resolution.

**Section 7. Competitively neutral application.**

The City shall impose on a competitively neutral and nondiscriminatory basis similar terms and conditions as provided under this Franchise upon other similarly situated providers of telecommunications services operating within the City. Any requirement imposed on Franchisee that is determined not in compliance with this section shall be unenforceable against Franchisee.

**Section 8. Construction, maintenance and repair of infrastructure.**

A. In order to minimize the burden on the City's rights-of-way, Franchisee shall install its telecommunications network using suitable, existing, above ground utility facilities (including telephone, energy transmission or other utility poles or similar facilities), subject to such facilities being available for use by Franchisee on reasonable terms and conditions, including, without limitation, reasonable terms as to price, timing and access; provided, however, that at such time as those facilities are required to be placed underground by the City or are placed underground, Franchisee shall likewise place its

telecommunications network underground without additional cost to the City or to individual subscribers so served within the City, subject to Section 6C. During the progress of the contract, Franchisee shall not unnecessarily obstruct the proper use of the public way. If Franchisee cannot install its network upon existing, above ground facilities on such reasonable terms and conditions as provided previously, Franchisee may make all needful excavations in any right-of-way for the purpose of placing, erecting, laying, maintaining or repairing Franchisee's infrastructure, and shall repair, renew and replace the same as reasonably possible to the condition that existed prior to such excavation to the City's satisfaction. If Franchisee fails to restore the right-of-way to required standards, City may, after providing 60-day notice to Franchisee, cause the work to be done at Franchisee's expense.

Franchisee shall obtain all necessary permits for such excavation and construction, and pay all applicable fees. Such work shall be done only in accordance with plans or designs submitted to, and approved by, the City, such plans to be evaluated by the standards applied to the construction of other similar telecommunications systems in the City. Such work shall be performed in a good and workmanlike manner and in compliance with all rules, regulations or ordinances that may, during the term of this Franchise, be adopted from time-to-time by the City or any other authority having jurisdiction over rights-of-way. Prior to commencing excavation or construction, Franchisee shall give appropriate notice to other franchisees, licensees or permittees of the City owning or maintaining facilities that may be affected by the proposed excavation or construction.

B. In the event emergency repairs are necessary for Franchisee's facilities, Franchisee may immediately initiate such emergency repairs. Franchisee shall give notice to the City's Department of Public Works by telephone, electronic data transmittal, or other appropriate means as soon as is practicable after commencement of work performed under emergency conditions. Franchisee shall make such repairs in compliance with applicable ordinances and regulations, and shall apply for any necessary permits no later than the next business day following the discovery of the need for such repairs.

C. Franchisee shall construct and maintain its telecommunications system in such a manner so as to not interfere with City sewer or water systems, or other City facilities.

D. If Franchisee uses the poles or property of any third party, it shall do so only pursuant to a written agreement with that party.

## **Section 9. Insurance.**

A. At all times during the term of this Franchise, Franchisee, at its own cost and expense, shall maintain the insurance specified in this section. Such insurance shall be from providers authorized to conduct business in the state of Washington and reasonably acceptable to the City. The limits of liability insurance required by this Section shall not, however, limit the liability of the Franchisee hereunder.

B. Within 30 days of the effective date of this Franchise, Franchisee shall provide the City with a Certificate of Insurance, executed by an authorized representative of the insurer or insurers, evidencing that Franchisee's insurance complies with this section.

C. Policies shall include a provision requiring written notice by the insurer or insurers to the City stating should any of the previously described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. If insurance coverage is canceled, reduced or materially changed, Franchisee shall, prior to the effective date of such cancellation, reduction or material change, obtain the coverage required under this section, and provide the City with documentation of such coverage. Franchisee shall be responsible, to the extent not caused by the City's negligence or intentional misconduct, for the costs of any damage, liability or injury, which are not otherwise covered by insurance or because of a failure to comply with this section.

D. During the term of this contract, Franchisee or Franchisee's contractors or sub-contractors, in the event that Franchisee uses contractors or sub-contracts, to perform the work specified herein, shall maintain in force, at its own expense the following insurance:

1. Workers' compensation insurance for all subject workers; and
2. General liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each person, and \$1,000,000, for each occurrence of bodily injury and \$1,000,000 for property damage, which coverages shall include contractual liability coverage for the indemnity provided under this contract, and naming the City, its officials, officers, employees and agents as additional insureds with respect to Franchisee's activities pursuant to this Franchise.

Franchisee shall maintain umbrella liability insurance coverage in an occurrence form, over underlying commercial liability and automobile liability. On or before the date Franchise is fully executed by parties, Franchisee shall provide the City with a certificate of insurance as proof of umbrella coverage with a minimum liability limit of \$5,000,000. The insurance shall be with an insurance company or companies rate A-VII or higher in Best's Guide and authorized to conduct business in the State of Washington.

#### **Section 10. Assignability/transferability.**

A. This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Franchisee, either by act of the Franchisee or by operation of law, without the written consent of the City. If the Franchisee wishes to transfer this Franchise, the Franchisee shall give City written notice of the proposed transfer, and shall request consent of the transfer by the City.

B. Any transfer of ownership affected without the written consent of the City shall render this Franchise subject to revocation. The City shall have 90 days to act upon any request for approval of a transfer. If the City fails to render a final decision on the request within said 90 days, the request shall be deemed granted unless the Franchisee and the City agree to an extension of time.

C. The Franchisee, upon any transfer, shall within 30 days thereafter file with the City a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

D. The requirements of this section shall not be deemed to prohibit the use of the Franchisee's property as collateral for security in financing the construction or acquisition of all or part of a telecommunications network of the Franchisee or any affiliate of the Franchisee. However, the telecommunications network franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

E. The requirements of this section shall not be deemed to prohibit sale of tangible assets of the Franchisee in the ordinary conduct of the Franchisee's business without the consent of the City. The requirements of this section shall not be deemed to prohibit, without the consent of the City, a transfer to a transferee whose primary business is telecommunications system operation and having a majority of its beneficial ownership held by the Franchisee, a parent of the Franchisee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Franchisee.

**Section 11. Indemnification: waiver; no representations.**

Franchisee shall indemnify, defend and hold harmless the City, its elected officials, officials, agents, officers and employees for any losses, claims, damages, awards, penalties or injuries arising from the performance or non-performance, by reason of any intentional or negligent act, occurrence or omission of Franchisee, whether singularly or jointly with others, its representatives, permittees, employees, contractors or subcontractors, whether or not such acts or omissions were authorized or contemplated by this Franchise or applicable law. Nothing herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at such parties' expense. Such participation shall not under any circumstances relieve Franchisee from its duty of defense against liability or of paying any judgment entered against such party.

Franchisee's indemnities set forth in this section are specifically and expressly intended to constitute a waiver by the Franchisee of its immunity, if any, under Washington's Industrial Insurance Act, RCW Title 51, et seq., to the extent necessary to provide the City with a full and complete indemnity from claims made by Franchisee and/or its employees, agents, contractors and invitees to the full extent of its negligence. Franchisee shall promptly notify the City of any casualties or accidents that may give rise to Franchisee's indemnity obligation set forth above.

**Section 12. Compensation.**

A. Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a service provider, for use of the right-of-way, as defined in RCW 35.99.010. The City hereby reserves its right to impose a fee on the Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, if statutory prohibitions on the imposition of

such fees are removed or if the Franchisee adds or modifies its services such that the above prohibition against franchise fees no longer apply.

B. In accordance with RCW 35.21.870 and Ilwaco Municipal Code Chapter 3.19, Franchisee shall pay to the City during the term of this Franchise an amount equal to six percent (6%) of the Franchisee's gross revenues ("utility tax"). Franchisee hereby stipulates that all of its business activities in the city are subject to the 6% tax rate imposed by Ilwaco Municipal Code Chapter 3.19 and governed by RCW 35.21.870. Any net uncollectibles, bad debts or other accrued amounts deducted from gross revenues shall be included in gross receipts at such time as they are actually collected. Revenue from point-to-point services is based on the pro-rata share of the revenue from those services. Notwithstanding the above, in the event that the rate at which the Franchisee may be taxed is increased in accordance with RCW 35.21.870, Franchisee shall pay to the City such increased tax rate upon the effective date of such increase and throughout the term of this Franchise.

C. Upon thirty days notice and in the event any law or valid rule or regulation applicable to this Franchise limits the utility tax below the amount provided herein, or as subsequently modified, the Franchisee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Franchisee shall pay the higher amount commencing from the date of such repeal or amendment, up to the maximum allowable by law.

D. Payments due under this provision shall be due and payable in quarterly installments. Remittance shall be made on or before the thirtieth (30) day of the month next succeeding the end of the quarterly period for which the tax accrued that is January 30, April 30, July 30 and October 30 of each year, per Chapter 3.19.070. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the quarter for which payment is made.

E. Pursuant to RCW 35.21.860, Franchisee has paid a one-time administrative fee of \$500 for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including posting and publication costs, wages, benefits, overhead expenses, meetings, attorney's fees, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the right-of-way.

F. Nothing in this Franchise shall limit the City's right of taxation as authorized by law.

G. In the event that a Franchise fee payment or other sum is not received by the City on or before the due date, or is underpaid, Franchisee shall pay, in addition to the payment or sum due, interest from the due date at a rate equal to the highest rate permissible under the laws of the State of Washington.

H. Franchisee shall provide, at an incremental cost, additional ducts or conduits and

any related structures necessary to access the conduit to all City facilities, including but not limited to, City Hall, fire station, community building, public works shop, water plant and wastewater plant. The additional duct or conduit space shall not be used by the city to provide telecommunications or cable television service for hire, sale or resale to the general public.

**Section 13. Extension of city limits.**

Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Facilities owned, maintained or operated by Franchisee located within any public rights-of-ways of the annexed territory shall be subject to all of the terms of this Ordinance.

**Section 14. Right to inspect records.**

In order to manage the Franchisee's use of rights-of-way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, the Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of the Franchisee's telecommunications system; the amount collected by the Franchisee from users of telecommunications service provided by Franchisee via its telecommunications network; the character and extent of the telecommunications service rendered therefore to them; and any other related financial information required for the exercise of any other lawful right of Franchisee under this Franchise. The City agrees that such information is confidential and that the City will use such information only for the purpose of managing its rights-of-way, determining compliance with the terms of this Franchise, and verifying the adequacy of Franchisee's fee payments. The City further agrees to protect such information from disclosure to third parties to the maximum extent allowed by Washington law.

**Section 15. Right to perform Franchise fee audit or review; default.**

In addition to all rights granted under Section 14, the City shall have the right to have performed a formal audit or a professional review of the Franchisee's books and records by an independent private auditor, for the sole purpose of determining the gross receipts of the Franchisee generated through the provision of telecommunication services under this Franchise and the accuracy of amounts paid as Franchise fees to the City by the Franchisee; provided, however, that any audit or review must be commenced not later than three (3) years after the date on which Franchise fees for any period being audited or reviewed were due. The cost of any such audit or review shall be borne by the City. The City agrees to protect from disclosure to third parties, to the maximum extent allowed by state law, any information obtained as a result of its rights pursuant to this section, or any compilation or other derivative works created using information obtained pursuant to the exercise of its rights.

**Section 16: Enforcement.**

This Franchise may be revoked by the City by ordinance in the event the Franchisee fails, after notice or demand, to comply with any of the terms, conditions or obligations imposed upon the Franchisee hereunder, but the City shall have no obligation to do so. No forbearance by the City of any term or condition of this Franchisee in any instance or at any time shall ever comprise a waiver or estoppels of the City's right to enforce said term or condition.

**Section 17: Right to inspect construction.**

The City or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise, and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to management of the City's rights-of-way.

**Section 18: Law and Venue.**

This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any proceeding brought to enforce any term or condition of this Franchise shall be in Pacific County Superior Court; provided, however, that should any proceeding be brought in a federal forum, such proceeding shall be brought in the U.S. District Court for the Western District of Washington. In any action or suit to enforce any right or remedy under this Franchise, the prevailing party shall be entitled to recover its costs, including without limitation attorney's fees.

**Section 19: Limitation of liability.**

The City and the Franchisee agree that neither shall be liable to the other for any indirect, special or consequential damages, or any lost profits, arising out of any provision or requirement contained herein, or, in the event this Franchise, or any part hereof, is determined or declared to be invalid.

**Section 20: Compliance with applicable laws.**

Franchisee shall comply with all applicable federal, state and local laws, ordinances and regulations, whether now in existence or hereinafter enacted. Nothing contained in this Franchise shall be construed as authorizing the Franchisee, its officers, employees or agents, to violate any federal, state or local law, whether now in existence or hereinafter enacted, including, by way of illustration but not of limitation, any provision of Washington anti-trust law, RCW 19.86.010-19.86.120. Nothing contained in this section shall be construed as requiring Franchisee to comply with any federal, state or local law that is repealed or otherwise rendered unenforceable subsequent to the adoption of this Franchise.

**Section 21: Notice.**

Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the other party or deposited in the U.S. Mail, postage pre-

paid, certified mail, return receipt requested; (2) sent overnight by commercial air courier; or (3) sent by facsimile transmission, provided receipt of such facsimile is confirmed, in writing, on the first business day following the date of transmission. Notice shall be sent to the following address or such other address as each party may specify in writing:

City Clerk  
City of Ilwaco  
PO Box 548  
Ilwaco, Washington 98624  
Phone: (360) 642-3145  
Facsimile: (360) 642-3155

Contracts Administration  
LS Networks  
921 SW Washington St, STE 370  
Portland, OR 97205  
Phone: (503) 294-5300  
Facsimile: (503) 227-8585

Notice shall be deemed effective upon the earliest date of actual delivery; three business days after deposit in the U.S. mail as provided herein; one business day after shipment by commercial air courier; or the same day as transmitted by facsimile, provided transmission of such facsimile is confirmed in writing as provided herein.

**Section 22. Captions.**

The captions to sections of this Franchise are intended solely to facilitate reading and reference of the sections and provisions contained herein, and shall not affect the meaning or interpretation of any section or provision of this Franchise.

**Section 23. Severability.**

If any part of this Franchise becomes or is held to be invalid for any reason, the determination will affect only the invalid portion of this Franchise. In all other respects this Franchise will stand and remain in full force and effect as if the invalid provision had not been part of this Franchise.

**Section 24. Waiver.**

The City is vested with the power and authority to reasonably regulate and manage its rights-of-way in a competitively neutral and non-discriminatory manner, and in the public interest. Franchisee shall not be relieved of its obligations to comply with any provision of this Franchise by reason of the failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

No provision of this Franchise will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Franchisee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the City fails to object within a reasonable time after receipt of such notice, such provision shall be deemed waived.

**Section 25. Severability.**

If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

**Section 26. Referendum and effective date.**

This Ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.**

\_\_\_\_\_  
Mike Cassinelli, Mayor

ATTEST:

\_\_\_\_\_  
PJ Kezele, Deputy City Clerk

ACCEPTED: \_\_\_\_\_ (date)

\_\_\_\_\_  
Michael Weidman, President and CEO  
LightSpeed Networks, Inc.

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year





WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
PETER GOLDMARK - Commissioner of Public Lands

## INTERAGENCY AGREEMENT WITH CITY OF ILWACO

### Agreement No. IAA 13-216

This Agreement is between the City of Ilwaco, referred to as COI, and the Washington State Department of Natural Resources, Pacific Cascade Region, referred to as DNR.

DNR falls under authority of RCW Chapter 43.30 of Washington State Department of Natural Resources. DNR and COI enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

The purpose of this Agreement is to provide DNR with reimbursement for use of offender crews from the Naselle Youth Camp under the supervision of DNR.

#### IT IS MUTUALLY AGREED THAT:

**1.01 Statement of Work.** DNR shall furnish the necessary personnel, equipment, materials and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment "A."

**2.01 Period of Performance.** The period of performance of this Agreement shall begin on date of last signature, and end on December 31, 2014, unless terminated sooner as provided herein.

**3.01 Payment.** Pay for the work provided is established under RCW 39.34.130. The parties estimate that the cost of accomplishing the work will not exceed three thousand five hundred dollars \$3,500.00. Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Pay for services shall be based on the rates and terms described in Attachment "B."

**4.01 Billing Procedures.** DNR shall submit invoices monthly or quarterly following any month or quarter in which billable work is accomplished. Payment to DNR for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the contract expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

**5.01 Records Maintenance.** DNR shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by DNR in providing the

services. These records shall be available for inspection, review, or audit by personnel of the COI, other personnel authorized by the COI, the Office of the State Auditor, and federal officials as authorized by law. DNR shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**6.01 Rights to Data.** Unless otherwise agreed, data originating from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

**7.01 Independent Capacity.** The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**8.01 Amendments.** This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

**9.01 Termination.** Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

**10.01 Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

**11.01 Disputes.** If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board’s determination shall be final and binding on the parties. As an alternative to the dispute

board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

**12.01 Governance.** This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules;
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

**13.01 Assignment.** The work to be provided under this Agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

**14.01 Waiver.** A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to his agreement.

**15.01 Severability.** The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

#### **16.01 Insurance.**

- (1) Self-Insurance Liability Program

DNR is part of the State of Washington and protected by the State's self-insurance liability program as provided by Chapter 4.92.130. The COI is protected through a liability program with Canfield and Associations. DNR and Contractor have entered into an agreement to provide the services herein. This agreement will terminate on the date listed in the period of performance.

Each party to this agreement will be assigned, and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. The DNR and Contractor agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this agreement.

**17.01 Complete Agreement in Writing.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

**18.01 Contract Management.** The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

**19.01 Project Coordinators.**

(1) The Project Coordinator for the Agency is Dave McKee, Telephone Number 360-642-3357.

(2) The Project Manager for DNR is Dennis Trotter. Telephone Number 360-484-3223 X221.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**CITY OF ILWACO**

Dated: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Title: Mike Cassinelli, Mayor  
Address: PO Box 548  
Ilwaco WA 98624  
Phone: 360.642.3145

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

Dated: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Title: Eric Wisch Pacific Cascade Region Mgr.  
Address: P.O. Box 280.  
Castle Rock WA 98611-9987  
360-577-2025

Interagency Agreement  
Approved as to Form 9/29/97  
By the Assistant Attorney General  
State of Washington

**Attachment A**  
**STATEMENT OF WORK**

The DNR shall provide offender crews from Naselle Youth Camp under the supervision of DNR supervisors to perform labor-intensive work on specific projects. The general scope of work will include brushing access sites and trails around Black Lake. Other projects could include site rehabilitation, general building and grounds maintenance on sites owned and managed by the City of Ilwaco or other projects that may be identified and agreed upon within the framework of this agreement.

**Attachment B**  
**BUDGET**

DNR shall submit invoices (monthly or quarterly) following any (month or quarter) in which billable work is charged. Billings for reimbursement will be based on the direct costs of accomplishing the work, plus an established indirect rate. Invoices will include:

- 1) DNR Forest Crew Supervisor hours and charges
- 2) Offender crew hours and charges
- 3) Vehicle mileages, costs per mile and charges
- 4) Indirect charges, and
- 5) Any other billable expenditures agreed to in the Statement of Work.

Each invoice voucher will clearly reference "Cooperative Agreement No. IAA 05-403."

## City Clerk

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**From:** Ryan Crater [rcrater@columbiaestuary.org]  
**Sent:** Thursday, January 10, 2013 2:03 PM  
**To:** clerk@ilwaco-wa.gov  
**Subject:** Resignation from the Planning Commission

Dear Mayor Cassinelli and Council Members,

I Ryan Crater am formally submitting my resignation for my position on the Ilwaco Planning Commission. Due to my recent employment with CREST and subsequent task of being assigned as the Planner for Ilwaco, I will no longer be able to serve on the Planning Commission. It was a pleasure to serve the community on the Planning Commission and I thank you for the opportunity to do so.

I look forward to working with you and the citizens of Ilwaco as the new City Planner.

Regards,

Ryan E. Crater