



Meetings are held at the
Ilwaco Community Building Meeting Room
158 First Ave North in Ilwaco, WA

**CITY OF ILWACO
CITY COUNCIL MEETING**

Monday, March 10, 2014

**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 (TAB 1)
 - a. February 24, 2014, Regular meeting

2. Claims & Vouchers (TAB 2)
 - a. Checks: 36301 to 36309 + Electronic \$27,052.79
 - b. Checks: 36310 to 36364 \$265,415.09

GRAND TOTAL: \$292,467.88

F. Reports

1. Staff Reports (TAB 3)
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. Contract for Professional Engineering Services 2014 (TAB 4) – *Forner/Jensen*

I. Discussion

1. City Center Reservoir Change Order (TAB 9) - *Cassinelli*
2. ATV's and ORV's on City Streets and Trails (TAB 10) – *Forner & Jensen*
3. Building Permit Fees (TAB 11) – *Jensen*
4. Contract with Washington State Dept. of Transportation for Elizabeth inspection (TAB 12) - *Cassinelli*
5. Resolution to authorize purchase of an adsorption clarifier/filter package system and waive competitive bidding due to special facilities and market conditions (TAB 13) – *Cassinelli*
6. Dispose of surplus property (TAB 14)- *Cassinelli*

J. Correspondence and Written Reports

K. Future Discussion/Agendas

1. Amended Procedures Ordinance—*City Planner*
2. CresComm Ethernet cable access

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	03/10/14 03/24/14	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Friday	03/14/14	7:15 p.m.	Community Building
Planning Commission	Regular Meeting <i>(meetings subject to cancellation if there is no business to transact)</i>	Tuesday	03/18/14 04/01/14	6:00 p.m.	Community Building
Port/City Council Meeting	Regular Meeting -CANCELLED	Tuesday	03/11/14	6:00 p.m.	Port Meeting Room
City Council	Water Discussion with DOH	Tuesday	03/18/14	1:00 p.m.	Ilwaco Fire Hall

**CITY OF ILWACO
PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that the City of Ilwaco will be intermittently flushing hydrants starting Sunday, March 30, 2014, through Saturday, April 5th, 2014. Flushing will start no earlier than 5:00 a.m. and may continue through 9:00 p.m. each day. Flushing can cause low pressure and temporarily cloudy or discolored water. If conditions persist, please contact Ilwaco City Hall at 360-642-3145.

Every spring and fall, the City of Ilwaco flushes the hydrants to remove sediment from the lines due to seasonal temperature fluctuations. While this sediment will not harm you, it may cause reddish-brown or black stains on laundry, household fixtures and some foods. Although this sediment can be aesthetically displeasing, **it is not considered a health risk**. Flushing can cause low pressure and temporarily cloudy water.



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, February 24, 2014**

A. Call to order

Mayor Cassinelli called the meeting to order at 6:02 p.m.

B. Flag Salute

The Pledge of Allegiance was recited.

C. Roll Call

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

D. Approval of Agenda

ACTION: Motion to approve agenda (Mulinix/Forner). 5 Ayes 0 Nays 0 Abstain.

E. Oath of Office – Sherri Buckel took the oath of office for planning commission position #2.

F. Approval of Consent Agenda

Including Checks 36270 to 36272 + electronic totaling \$15,301.48 and Checks 36273 to 36299 totaling \$74,840.62 for a total of \$90,142.62.

ACTION: Motion to approve consent agenda with the addition of check #36300 for \$3,763 for a grand total of \$93,905.10 (Mulinix/Marshall). 5 Ayes 0 Nays 0 Abstain.

G. Reports

1. Staff Reports

- a. Councilmember Mulinix reported that the Parks Commission had met and were considering grant applications.
- b. Treasurer Elaine McMillan provided a written report and reported on the proposed funding announced by the Department of Ecology.

2. Council Reports

- a. Councilmember Jensen attended a workshop regarding ATV legislation.
- b. Councilmember Mulinix mentioned that Black Lake had been treated. She attended a parks meeting and a meeting regarding land issues.
- c. Councilmember Marshall had continued to work on sewer line legislation.
- d. Councilmember Chambreau attended the Port/City meeting.
- e. Councilmember Forner attended the ATV workshop, Port/City meeting, and meeting regarding land issues.

3. Mayor's Report

a. The Mayor attended the Port/City, the Port, and land issues meetings. He distributed an article to the council about build up in water lines in Longview.

H. Comments of Citizens and Guests Present

I. Business

1. Updated Resolution for the Local Government Investment Pool

It was pointed out that 'Mayor Cassinelli or successor' was listed as authorized signer.

ACTION: Motion to adopt the resolution authorizing the investment of the City of Ilwaco's monies in the local government investment pool (Mulinix/Chambreau).

Roll call vote: 5 Ayes 0 Nays 0 Abstain.

2. Indian Creek Reservoir Project

ACTION: Motion to accept the Indian Creek Reservoir project as complete pending receipt of the affidavits of wages paid and authorize the mayor to execute the Final Contract Voucher Certificate and proceed with project close out (Mulinix/Marshall). 5 Ayes 0 Nays 0 Abstain.

J. Discussion

1. Contract for Professional Engineering Services

Councilmember Forner noted that he and Councilmember Jensen would be making the recommendation. **ACTION: Move to Business at the next meeting.**

2. Shoreline Master Program Update (SMP): *Participation Plan and Preliminary Shoreline Jurisdiction Map* Mayor Cassinelli discussed the preliminary work done and referenced a large map of the preliminary shoreline to be addressed. Councilmember Mulinix noted that she liked the participation plan. Councilmember Marshall wanted developers identified in the participation plan. Councilmember Forner has some information he would like to get to the consultant.

3. First Avenue North Sewer Improvement and Brumbach Overlay Project

Mayor Cassinelli explained that the engineer was recommending project close-out; however, there were still some warranty items to be completed. After discussion, the item was not moved forward as the council felt their only leverage was the retainage and the known work should be completed before the project is closed out.

4. ATV's and ORV's on City Streets and Trails

Councilmember Forner and Councilmember Jensen discussed the workshop they attended. There was some confusion as to whether the city needed an ordinance or not.

5. Indian Creek Reservoir Project

Mayor Cassinelli explained that the reservoir was complete and functioning. Project acceptance and close-out is recommended. **ACTION: Motion to move to business at this**

meeting (Mulinix/Forner). 5 Ayes 0 Nays 0 Abstain.

6. Building Permit Fees

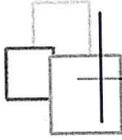
Councilmember Jensen presented a briefing item on this topic and explained the changes to include how re-models would be treated. Councilmember Marshall asked that some definitions be incorporated. **ACTION: Leave this item as a future Discussion item until additional information is provided.**

M. Adjournment

ACTION: Motion to adjourn the meeting (Chambreau). Mayor Cassinelli adjourned the meeting at 7:23 p.m.

Mike Cassinelli, Mayor

Elaine McMillan, Treasurer



Register

Number	Name	Fiscal Description	Cleared	Amount
<u>36301</u>	Fero, Jimmie W	2014 - March - First meeting		\$1,000.22
<u>36302</u>	Gardner, Daryl W	2014 - March - First meeting		\$1,487.63
<u>36303</u>	Jensen, David	2014 - March - First meeting		\$181.52
<u>36304</u>	Schweizer, Dennis	2014 - March - First meeting		\$1,653.63
<u>36305</u>	Williams, Thomas R	2014 - March - First meeting		\$889.89
<u>36306</u>	AWC - Life Insurance	2014 - March - First meeting		\$26.80
<u>36307</u>	AWC Employee Benefit Trust	2014 - March - First meeting		\$4,799.78
<u>36308</u>	Dept of Retirement - Def Comp	2014 - March - First meeting		\$155.00
<u>36309</u>	Dept of Retirement Systems	2014 - March - First meeting		\$4,269.49
ACH Pay - 1028	Cassinelli, Michael	2014 - March - First meeting		\$422.61
ACH Pay - 1029	Chambreau, Jon H.	2014 - March - First meeting		\$181.52
ACH Pay - 1031	Fornier, Gary	2014 - March - First meeting		\$374.26
ACH Pay - 1033	Gustafson, David M.	2014 - March - First meeting		\$1,460.67
ACH Pay - 1034	Hazen, Warren M.	2014 - March - First meeting		\$1,639.79
ACH Pay - 1036	Marshall, Fred	2014 - March - First meeting		\$181.52
ACH Pay - 1037	Mc Kee, David A	2014 - March - First meeting		\$1,548.80
ACH Pay - 1038	Mc Millan, Elaine	2014 - March - First meeting		\$958.84
ACH Pay - 1039	Mulinix, Vinessa	2014 - March - First meeting		\$180.32
ACH Pay - 1041	Smith, Ariel	2014 - March - First meeting		\$323.79
ACH Pay - 1042	Staples, Terri P	2014 - March - First meeting		\$421.38
<u>Eft 03 05 14 1</u>	Discovery Benefits	2014 - March - First meeting		\$1,000.00
<u>EFT 3 5 14 2</u>	U.S. Treasury Department	2014 - March - First meeting		\$3,895.33
				\$27,052.79

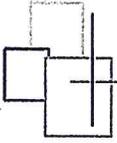
We, the undersigned members of the city council of the City of Ilwaco, Pacific County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and the voucher numbers 36301 through 36309 and electronic payments totalling \$27,052.79 are approved this 10th day of March, 2014

Council member

Council member

Treasurer

Council member



Register

Number	Name	Print Date	Clearing Date	Amount
Bank of the Pacific	8023281			
Check				
<u>36310</u>	A & E Security Solutions, Inc.	3/10/2014		\$89.85
<u>36311</u>	ABECO Office Systems	3/10/2014		\$48.13
<u>36312</u>	Alsco-American Linen Div.	3/10/2014		\$29.31
<u>36313</u>	Andy Petit	3/10/2014		\$2,200.00
<u>36314</u>	Association of WA Cities	3/10/2014		\$256.00
<u>36315</u>	Backflow Management Inc.	3/10/2014		\$900.00
<u>36316</u>	Calvert Technical Services, Inc.	3/10/2014		\$1,844.59
<u>36317</u>	Cartomation, Inc.	3/10/2014		\$50.00
<u>36318</u>	Cascade Columbia Distribution Co.	3/10/2014		\$2,039.39
<u>36319</u>	Cities Insurance Association of WA	3/10/2014		\$255.67
<u>36320</u>	City of Ilwaco	3/10/2014		\$2,753.97
<u>36321</u>	City of Long Beach	3/10/2014		\$15,261.69
<u>36322</u>	Clackamas Construction, Inc.	3/10/2014		\$208,846.62
<u>36323</u>	CREST	3/10/2014		\$4,635.00
<u>36324</u>	Custom Products Corporation	3/10/2014		\$571.92
<u>36325</u>	Dennis CO	3/10/2014		\$159.83
<u>36326</u>	Department of Licensing	3/10/2014		\$319.05
<u>36327</u>	Donna Bolden	3/10/2014		\$520.00
<u>36328</u>	Englund Marine Supply Inc	3/10/2014		\$681.23
<u>36329</u>	Estell and Lucille Maynard	3/10/2014		\$20.00
<u>36330</u>	Fastenal Company	3/10/2014		\$118.22
<u>36331</u>	Ford Electric Co. Inc.	3/10/2014		\$3.23
<u>36332</u>	Foster Pepper	3/10/2014		\$1,926.00
<u>36333</u>	GC Systems	3/10/2014		\$126.01
<u>36334</u>	Goulter Diamond Bar Ranch	3/10/2014		\$1,333.33
<u>36335</u>	HD Fowler Company	3/10/2014		\$382.70
<u>36336</u>	Heather Reynolds, Attorney	3/10/2014		\$1,513.00
<u>36337</u>	Home Depot Credit Services	3/10/2014		\$699.09
<u>36338</u>	IPFS Corporation	3/10/2014		\$5,268.66
<u>36339</u>	John Deere Financial	3/10/2014		\$1,115.28
<u>36340</u>	K & L Supply, Inc.	3/10/2014		\$572.96
<u>36341</u>	Kubwater Resources Inc.	3/10/2014		\$1,373.66
<u>36342</u>	LEAF	3/10/2014		\$129.88
<u>36343</u>	Loyalty Days Committee	3/10/2014		\$225.00
<u>36344</u>	Michael S. Turner	3/10/2014		\$412.00
<u>36345</u>	Nancy McAllister	3/10/2014		\$412.00
<u>36346</u>	Naselle Rock & Asphalt	3/10/2014		\$27.68
<u>36347</u>	North Central Laboratories	3/10/2014		\$1,457.10
<u>36348</u>	Oman & Son	3/10/2014		\$165.07
<u>36349</u>	One Call Concepts, Inc.	3/10/2014		\$4.78
<u>36350</u>	Pacific CO Auditor	3/10/2014		\$72.00
<u>36351</u>	Pacific County Treasurer	3/10/2014		\$200.00
<u>36352</u>	Peninsula Sanitation Service, Inc.	3/10/2014		\$327.93
<u>36353</u>	Pitney Bowes	3/10/2014		\$57.76
<u>36354</u>	Sid's IGA	3/10/2014		\$42.85
<u>36355</u>	State of WA Dept of DES Surplus Operations	3/10/2014		\$25.00
<u>36356</u>	Sunset Auto Parts Inc.	3/10/2014		\$356.18
<u>36357</u>	Tangly Cottage Gardening	3/10/2014		\$53.90
<u>36358</u>	Tidy By The Sea, LLC	3/10/2014		\$475.00
<u>36359</u>	Verizon Wireless	3/10/2014		\$183.34
<u>36360</u>	WA State Dept of Revenue	3/10/2014		\$124.33
<u>36361</u>	WA State Dept. of Natural Resources	3/10/2014		\$1,594.49
<u>36362</u>	Wadsworth Electric	3/10/2014		\$2,107.80
<u>36363</u>	Wilcox & Flegel Oil Co.	3/10/2014		\$634.61

36364

William R. Penoyar, Attorney at Law

3/10/2014

\$412.00

Total Check

\$265,415.09

Total 8023281

\$265,415.09

Grand Total

\$265,415.09

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 36310 through 36364 are approved for payment in the amount of \$265,415.09

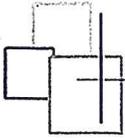
This _____ day of _____, 2014

Council member

Council member

Treasurer

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	AMOUNT
A & E Security Solutions, Inc.	36310			2014 - March - First meeting	
		Invoice - 3/5/2014 1:51:01 PM			
		118072			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$17.97
		001-000-000-522-10-31-00		Office & Operating Supplies	\$17.97
		101-000-000-543-30-30-00		Office And Operating	\$17.97
		401-000-000-534-00-31-00		Operation & Maintenance	\$17.97
		409-000-000-535-00-31-01		Operations And Maintenance	\$17.97
		Total Invoice - 3/5/2014 1:51:01 PM			\$89.85
	Total 36310				\$89.85
Total A & E Security Solutions, Inc.					\$89.85
ABECO Office Systems	36311			2014 - March - First meeting	
		Invoice - 3/4/2014 11:00:34 AM			
		1232353-0			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$12.03
		101-000-000-543-30-30-00		Office And Operating	\$12.03
		401-000-000-534-00-31-00		Operation & Maintenance	\$12.03
		409-000-000-535-00-31-01		Operations And Maintenance	\$12.04
		Total Invoice - 3/4/2014 11:00:34 AM			\$48.13
	Total 36311				\$48.13
Total ABECO Office Systems					\$48.13
AlSCO-American Linen Div.	36312			2014 - March - First meeting	
		Invoice - 3/2/2014 12:14:52 PM			
		LPOR1149432			
		001-000-000-576-80-31-00		Office & Operating Supplies	\$7.33
		101-000-000-543-30-30-00		Office And Operating	\$7.33
		401-000-000-534-00-31-00		Operation & Maintenance	\$7.33
		409-000-000-535-00-31-01		Operations And Maintenance	\$7.32
		Total Invoice - 3/2/2014 12:14:52 PM			\$29.31
	Total 36312				\$29.31
Total AlSCO-American Linen Div.					\$29.31
Andy Petit	36313			2014 - March - First meeting	
		Invoice - 3/3/2014 5:22:26 PM			
		trees cleared			
		001-000-000-522-10-31-00		Office & Operating Supplies	\$733.34
		401-000-000-534-00-31-00		Operation & Maintenance	\$733.33
		409-000-000-535-00-31-01		Operations And Maintenance	\$733.33
		Total Invoice - 3/3/2014 5:22:26 PM			\$2,200.00
	Total 36313				\$2,200.00
Total Andy Petit					\$2,200.00
Association of WA Cities	36314			2014 - March - First meeting	
		Invoice - 3/3/2014 5:55:15 PM			
		2-28-14 Drug Testing			
		101-000-000-543-60-40-00		Safety Training	\$85.34
		409-000-000-535-00-43-02		Training	\$170.66
		Total Invoice - 3/3/2014 5:55:15 PM			\$256.00
	Total 36314				\$256.00
Total Association of WA Cities					\$256.00
Backflow Management Inc.	36315			2014 - March - First meeting	
		Invoice - 3/2/2014 12:15:17 PM			
		6971			
		401-000-000-534-00-41-00		Professional Services	\$900.00
		Total Invoice - 3/2/2014 12:15:17 PM			\$900.00
	Total 36315				\$900.00
Total Backflow Management Inc.					\$900.00
Calvert Technical Services, Inc.	36316			2014 - March - First meeting	
		Invoice - 3/2/2014 12:19:59 PM			
		3720			
		409-000-000-535-00-41-02		Professional Services - Computer	\$1,288.21
		Total Invoice - 3/2/2014 12:19:59 PM			\$1,288.21
		Invoice - 3/2/2014 12:20:34 PM			
		3719			
		401-000-000-534-00-41-04		Professional Services - Computer	\$556.38

	Total Invoice - 3/2/2014 12:20:34 PM		\$556.38
Total 36316			\$1,844.59
Total Calvert Technical Services, Inc. Cartomation, Inc.			\$1,844.59
36317	2014 - March - First meeting		
	Invoice - 3/2/2014 12:48:21 PM		
	001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00
		GIS map storage	
	Total Invoice - 3/2/2014 12:48:21 PM		\$50.00
Total 36317			\$50.00
Total Cartomation, Inc. Cascade Columbia Distribution Co.			\$50.00
36318	2014 - March - First meeting		
	Invoice - 3/2/2014 12:21:05 PM		
	610583		
	401-000-000-534-00-31-01	Chemicals	\$2,039.39
	Total Invoice - 3/2/2014 12:21:05 PM		\$2,039.39
Total 36318			\$2,039.39
Total Cascade Columbia Distribution Co. Cities Insurance Association of WA			\$2,039.39
36319	2014 - March - First meeting		
	Invoice - 3/3/2014 5:31:53 PM		
	001-000-000-511-60-46-00	Insurances	\$26.74
	001-000-000-522-50-46-00	Insurance	\$34.64
	001-000-000-572-50-46-00	Insurance	\$39.58
	001-000-000-576-80-46-00	Insurance	\$8.33
	101-000-000-543-30-40-01	Insurance	\$5.11
	104-000-000-557-30-46-00	Heritage Museum - Insurance	\$20.04
	401-000-000-534-00-46-00	Insurance	\$68.32
	408-000-000-531-38-46-00	Insurance	\$2.43
	409-000-000-535-00-46-00	Insurance	\$50.48
	Total Invoice - 3/3/2014 5:31:53 PM		\$255.67
Total 36319			\$255.67
Total Cities Insurance Association of WA City of Ilwaco			\$255.67
36320	2014 - March - First meeting		
	Invoice - 3/2/2014 12:50:19 PM		
	001-000-000-511-60-47-02	City Sewer - Museum	\$39.75
	001-000-000-514-20-47-02	Water - City Hall	\$50.17
	001-000-000-514-20-47-03	Sewer - City Hall	\$74.00
	001-000-000-514-20-47-04	Storm Drainage	\$25.11
	001-000-000-522-50-47-01	Water	\$189.43
	001-000-000-522-50-47-02	Sewer	\$300.82
	001-000-000-522-50-47-03	Storm Drainage	\$61.14
	001-000-000-572-50-47-01	City Water	\$154.92
	001-000-000-572-50-47-02	City Sewer	\$224.71
	001-000-000-572-50-47-03	Storm Drainage	\$9.84
	001-000-000-576-80-47-01	Water-Parks, Sprinklers, Blk Lake	\$279.20
	001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$172.55
	001-000-000-576-80-47-03	Storm Drainage	\$29.47
	409-000-000-535-00-47-02	Water	\$475.14
	409-000-000-535-00-47-03	Sewer	\$638.24
	409-000-000-535-00-47-05	Storm Drainage	\$29.48
	Total Invoice - 3/2/2014 12:50:19 PM		\$2,753.97
Total 36320			\$2,753.97
Total City of Ilwaco City of Long Beach			\$2,753.97
36321	2014 - March - First meeting		
	Invoice - 3/2/2014 12:47:03 PM		
	001-000-000-521-10-50-00	Law Enforcement Contract	\$15,261.69
	Total Invoice - 3/2/2014 12:47:03 PM		\$15,261.69
Total 36321			\$15,261.69
Total City of Long Beach Clackamas Construction, Inc.			\$15,261.69
36322	2014 - March - First meeting		
	Invoice - 3/5/2014 1:59:48 PM		
	6		
	401-000-000-594-34-62-00	Construction Project -Resvoir	\$208,846.62
	Total Invoice - 3/5/2014 1:59:48 PM		\$208,846.62
Total 36322			\$208,846.62
Total Clackamas Construction, Inc. CREST			\$208,846.62
36323	2014 - March - First meeting		
	Invoice - 3/2/2014 12:21:41 PM		
	001-000-000-558-60-41-00	Planner Services	\$345.00
		SMP	
	001-000-000-558-60-41-00	Planner Services	\$4,200.00
	101-000-000-595-10-41-04	Engineering - Elizabeth	\$90.00
	Total Invoice - 3/2/2014 12:21:41 PM		\$4,635.00
Total 36323			\$4,635.00
Total CREST Custom Products Corporation			\$4,635.00

36324		2014 - March - First meeting		
	Invoice - 3/4/2014 11:16:46 AM			
	247373			
	101-000-000-542-70-31-00	Roadside Operating		\$571.92
	Total Invoice - 3/4/2014 11:16:46 AM			\$571.92
	Total 36324			\$571.92
Total Custom Products Corporation				\$571.92
Dennis CO				\$571.92
36325		2014 - March - First meeting		
	Invoice - 3/4/2014 10:35:08 AM			
	001-000-000-576-80-31-00	Office & Operating Supplies		\$23.68
	401-000-000-534-00-31-00	Operation & Maintenance		\$109.54
	409-000-000-535-00-31-01	Operations And Maintenance		\$26.61
	Total Invoice - 3/4/2014 10:35:08 AM			\$159.83
	Total 36325			\$159.83
Total Dennis CO				\$159.83
Department of Licensing				\$159.83
36326		2014 - March - First meeting		
	Invoice - 3/4/2014 5:42:00 PM			
	utility truck plates			
	101-000-000-542-30-35-00	Roadway Equipment		\$319.05
	Total Invoice - 3/4/2014 5:42:00 PM			\$319.05
	Total 36326			\$319.05
Total Department of Licensing				\$319.05
Donna Bolden				\$319.05
36327		2014 - March - First meeting		
	Invoice - 3/2/2014 12:17:20 PM			
	41003			
	001-000-000-522-10-31-01	Training/Attendance		\$260.00
	101-000-000-543-60-40-00	Safety Training		\$130.00
	401-000-000-534-00-49-01	Safety Training		\$130.00
	Total Invoice - 3/2/2014 12:17:20 PM			\$520.00
	Total 36327			\$520.00
Total Donna Bolden				\$520.00
Englund Marine Supply Inc				\$520.00
36328		2014 - March - First meeting		
	Invoice - 3/4/2014 11:01:54 AM			
	401-000-000-534-00-31-00	Operation & Maintenance		\$87.32
	Total Invoice - 3/4/2014 11:01:54 AM			\$87.32
	Invoice - 3/4/2014 11:12:20 AM			
	001-000-000-576-80-48-00	Repairs & Maintenance		\$82.54
	401-000-000-534-00-31-00	Operation & Maintenance		\$463.96
	409-000-000-535-00-31-01	Operations And Maintenance		\$47.41
	Total Invoice - 3/4/2014 11:12:20 AM			\$593.91
	Total 36328			\$681.23
Total Englund Marine Supply Inc				\$681.23
Estell and Lucille Maynard				\$681.23
36329		2014 - March - First meeting		
	Invoice - 3/4/2014 10:10:33 AM			
	Add'l fee for ROW			
	101-000-000-595-10-41-04	Engineering - Elizabeth		\$20.00
	Total Invoice - 3/4/2014 10:10:33 AM			\$20.00
	Total 36329			\$20.00
Total Estell and Lucille Maynard				\$20.00
Fastenal Company				\$20.00
36330		2014 - March - First meeting		
	Invoice - 3/2/2014 12:31:59 PM			
	ORAST32405			
	409-000-000-535-00-31-01	Operations And Maintenance		\$118.22
	Total Invoice - 3/2/2014 12:31:59 PM			\$118.22
	Total 36330			\$118.22
Total Fastenal Company				\$118.22
Ford Electric Co. Inc.				\$118.22
36331		2014 - March - First meeting		
	Invoice - 3/3/2014 5:53:45 PM			
	401-000-000-534-00-31-00	Operation & Maintenance		\$3.23
	Total Invoice - 3/3/2014 5:53:45 PM			\$3.23
	Total 36331			\$3.23
Total Ford Electric Co. Inc.				\$3.23
Foster Pepper				\$3.23
36332		2014 - March - First meeting		
	Invoice - 3/3/2014 5:27:17 PM			
	1064264			
	409-000-000-535-00-41-00	Attorney Fees		\$1,926.00
	Total Invoice - 3/3/2014 5:27:17 PM			\$1,926.00
	Total 36332			\$1,926.00
Total Foster Pepper				\$1,926.00
GC Systems				\$1,926.00
36333		2014 - March - First meeting		
	Invoice - 3/2/2014 12:32:38 PM			
	28632A			
	401-000-000-534-00-31-00	Operation & Maintenance		\$126.01

	Total Invoice - 3/2/2014 12:32:38 PM		\$126.01
Total GC Systems			\$126.01
Goulter Diamond Bar Ranch			\$126.01
36334			
	2014 - March - First meeting		
	Invoice - 3/2/2014 12:48:14 PM		
	409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$1,333.33
		sludge site	
	Total Invoice - 3/2/2014 12:48:14 PM		\$1,333.33
Total 36334			\$1,333.33
Total Goulter Diamond Bar Ranch			\$1,333.33
HD Fowler Company			\$1,333.33
36335			
	2014 - March - First meeting		
	Invoice - 3/3/2014 5:21:49 PM		
	I3572305		
	401-000-000-534-00-31-00	Operation & Maintenance	\$382.70
	Total Invoice - 3/3/2014 5:21:49 PM		\$382.70
Total 36335			\$382.70
Total HD Fowler Company			\$382.70
Heather Reynolds, Attorney			\$382.70
36336			
	2014 - March - First meeting		
	Invoice - 3/4/2014 11:01:08 AM		
	001-000-000-515-30-41-00	Legal Services	\$1,513.00
	Total Invoice - 3/4/2014 11:01:08 AM		\$1,513.00
Total 36336			\$1,513.00
Total Heather Reynolds, Attorney			\$1,513.00
Home Depot Credit Services			\$1,513.00
36337			
	2014 - March - First meeting		
	Invoice - 3/4/2014 10:36:11 AM		
	001-000-000-522-50-48-00	Repair & Maintenance	\$598.21
	101-000-000-543-30-30-00	Office And Operating	\$100.88
	Total Invoice - 3/4/2014 10:36:11 AM		\$699.09
Total 36337			\$699.09
Total Home Depot Credit Services			\$699.09
IPFS Corporation			\$699.09
36338			
	2014 - March - First meeting		
	Invoice - 3/2/2014 12:46:33 PM		
	001-000-000-511-60-46-00	Insurances	\$551.10
	001-000-000-522-50-46-00	Insurance	\$713.90
	001-000-000-572-50-46-00	Insurance	\$815.59
	001-000-000-576-80-46-00	Insurance	\$171.76
	101-000-000-543-30-40-01	Insurance	\$105.37
	104-000-000-557-30-46-00	Heritage Museum - Insurance	\$413.06
	401-000-000-534-00-46-00	Insurance	\$1,407.79
	408-000-000-531-38-46-00	Insurance	\$50.05
	409-000-000-535-00-46-00	Insurance	\$1,040.04
	Total Invoice - 3/2/2014 12:46:33 PM		\$5,268.66
Total 36338			\$5,268.66
Total IPFS Corporation			\$5,268.66
John Deere Financial			\$5,268.66
36339			
	2014 - March - First meeting		
	Invoice - 3/4/2014 10:09:08 AM		
	001-000-000-591-48-71-01	John Deer Mower 8157-96 - Prin	\$1,000.00
	001-000-000-592-48-83-00	John Deer Mower 8157-96 - Interest	\$115.28
	Total Invoice - 3/4/2014 10:09:08 AM		\$1,115.28
Total 36339			\$1,115.28
Total John Deere Financial			\$1,115.28
K & L Supply, Inc.			\$1,115.28
36340			
	2014 - March - First meeting		
	Invoice - 3/2/2014 12:33:04 PM		
	37312		
	409-000-000-535-00-31-01	Operations And Maintenance	\$572.96
	Total Invoice - 3/2/2014 12:33:04 PM		\$572.96
Total 36340			\$572.96
Total K & L Supply, Inc.			\$572.96
Kubwater Resources Inc.			\$572.96
36341			
	2014 - March - First meeting		
	Invoice - 3/2/2014 12:33:53 PM		
	3826		
	409-000-000-535-00-31-02	Chemicals	\$1,373.66
	Total Invoice - 3/2/2014 12:33:53 PM		\$1,373.66
Total 36341			\$1,373.66
Total Kubwater Resources Inc.			\$1,373.66
LEAF			\$1,373.66
36342			
	2014 - March - First meeting		
	Invoice - 3/2/2014 12:34:16 PM		
	4886446		
	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
	408-000-000-531-38-31-01	Operations & Maintenance	\$20.78

	409-000-000-535-00-31-01	Operations And Maintenance	\$22.08
	Total Invoice - 3/2/2014 12:34:16 PM		\$129.88
Total LEAF			\$129.88
Loyalty Days Committee			\$129.88
36343			
	2014 - March - First meeting		
	Invoice - 3/2/2014 12:34:38 PM		
	Table sponsor		
	001-000-000-511-60-43-00	Travel/Meals/Lodging	\$225.00
	Total Invoice - 3/2/2014 12:34:38 PM		\$225.00
Total 36343			\$225.00
Total Loyalty Days Committee			\$225.00
Michael S. Turner			\$225.00
36344			
	2014 - March - First meeting		
	Invoice - 3/2/2014 12:48:07 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Court services		
	Total Invoice - 3/2/2014 12:48:07 PM		\$412.00
Total 36344			\$412.00
Total Michael S. Turner			\$412.00
Nancy McAllister			\$412.00
36345			
	2014 - March - First meeting		
	Invoice - 3/2/2014 12:47:50 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Court services		
	Total Invoice - 3/2/2014 12:47:50 PM		\$412.00
Total 36345			\$412.00
Total Nancy McAllister			\$412.00
Naselle Rock & Asphalt			\$412.00
36346			
	2014 - March - First meeting		
	Invoice - 3/5/2014 2:00:58 PM		
	24096		
	101-000-000-542-70-31-00	Roadside Operating	\$27.68
	Total Invoice - 3/5/2014 2:00:58 PM		\$27.68
Total 36346			\$27.68
Total Naselle Rock & Asphalt			\$27.68
North Central Laboratories			\$27.68
36347			
	2014 - March - First meeting		
	Invoice - 3/2/2014 12:35:58 PM		
	334118		
	409-000-000-535-00-31-01	Operations And Maintenance	\$164.24
	Total Invoice - 3/2/2014 12:35:58 PM		\$164.24
	Invoice - 3/2/2014 12:36:26 PM		
	334028		
	409-000-000-535-00-31-01	Operations And Maintenance	\$1,292.86
	Total Invoice - 3/2/2014 12:36:26 PM		\$1,292.86
Total 36347			\$1,457.10
Total North Central Laboratories			\$1,457.10
Oman & Son			\$1,457.10
36348			
	2014 - March - First meeting		
	Invoice - 3/3/2014 5:30:52 PM		
	Feb		
	401-000-000-534-00-31-00	Operation & Maintenance	\$121.96
	409-000-000-535-00-31-01	Operations And Maintenance	\$43.11
	Total Invoice - 3/3/2014 5:30:52 PM		\$165.07
Total 36348			\$165.07
Total Oman & Son			\$165.07
One Call Concepts, Inc.			\$165.07
36349			
	2014 - March - First meeting		
	Invoice - 3/3/2014 5:27:46 PM		
	101-000-000-543-30-30-00	Office And Operating	\$1.59
	401-000-000-534-00-31-00	Operation & Maintenance	\$1.59
	409-000-000-535-00-31-01	Operations And Maintenance	\$1.60
	Total Invoice - 3/3/2014 5:27:46 PM		\$4.78
Total 36349			\$4.78
Total One Call Concepts, Inc.			\$4.78
Pacific CO Auditor			\$4.78
36350			
	2014 - March - First meeting		
	Invoice - 3/4/2014 5:27:55 PM		
	Young		
	401-000-000-534-00-31-06	Office & Customer Service	\$72.00
	Total Invoice - 3/4/2014 5:27:55 PM		\$72.00
Total 36350			\$72.00
Total Pacific CO Auditor			\$72.00
Pacific County Treasurer			\$72.00
36351			
	2014 - March - First meeting		
	Invoice - 3/2/2014 12:38:28 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$200.00
	Total Invoice - 3/2/2014 12:38:28 PM		\$200.00
Total 36351			\$200.00
Total Pacific County Treasurer			\$200.00
Peninsula Sanitation Service, Inc.			\$200.00

36352		2014 - March - First meeting	
	Invoice - 3/5/2014 1:50:08 PM		
	001-000-000-514-20-47-01	Garbage Bills	\$285.22
	409-000-000-535-00-47-04	Garbage Services	\$42.71
	Total Invoice - 3/5/2014 1:50:08 PM		\$327.93
Total Peninsula Sanitation Service, Inc.			\$327.93
Pitney Bowes			\$327.93
36353		2014 - March - First meeting	
	Invoice - 3/2/2014 12:38:50 PM		
	001-000-000-514-20-45-00	Postage Meter Rental	\$57.76
	Total Invoice - 3/2/2014 12:38:50 PM		\$57.76
Total Pitney Bowes			\$57.76
Sid's IGA			\$57.76
36354		2014 - March - First meeting	
	Invoice - 3/2/2014 12:39:43 PM		
	401-000-000-534-00-31-00	Operation & Maintenance	\$12.27
	Total Invoice - 3/2/2014 12:39:43 PM		\$12.27
	Invoice - 3/3/2014 5:24:46 PM		
	409-000-000-535-00-31-01	Operations And Maintenance	\$25.02
	Total Invoice - 3/3/2014 5:24:46 PM		\$25.02
	Invoice - 3/4/2014 10:16:33 AM		
	401-000-000-534-00-31-00	Operation & Maintenance	\$5.56
	Total Invoice - 3/4/2014 10:16:33 AM		\$5.56
Total Sid's IGA			\$42.85
State of WA Dept of DES Surplus Operations			\$42.85
36355		2014 - March - First meeting	
	Invoice - 3/4/2014 10:30:29 AM		
	trip permit		
	101-000-000-542-30-35-00	Roadway Equipment	\$25.00
	Total Invoice - 3/4/2014 10:30:29 AM		\$25.00
Total State of WA Dept of DES Surplus Operations			\$25.00
Sunset Auto Parts Inc.			\$25.00
36356		2014 - March - First meeting	
	Invoice - 3/3/2014 5:25:22 PM		
	7912694		
	409-000-000-535-00-31-01	Operations And Maintenance	\$73.77
	Total Invoice - 3/3/2014 5:25:22 PM		\$73.77
	Invoice - 3/3/2014 5:25:23 PM		
	7910972		
	409-000-000-535-00-31-01	Operations And Maintenance	\$5.01
	Total Invoice - 3/3/2014 5:25:23 PM		\$5.01
	Invoice - 3/3/2014 5:25:24 PM		
	7912587		
	409-000-000-535-00-31-01	Operations And Maintenance	\$25.28
	Total Invoice - 3/3/2014 5:25:24 PM		\$25.28
	Invoice - 3/3/2014 5:51:25 PM		
	7912916		
	101-000-000-543-30-30-00	Office And Operating	\$114.74
	Total Invoice - 3/3/2014 5:51:25 PM		\$114.74
	Invoice - 3/3/2014 6:05:00 PM		
	101-000-000-542-70-31-00	Roadside Operating	\$26.12
	Total Invoice - 3/3/2014 6:05:00 PM		\$26.12
	Invoice - 3/4/2014 10:54:00 AM		
	101-000-000-543-30-30-00	Office And Operating	(\$2.00)
	Total Invoice - 3/4/2014 10:54:00 AM		(\$2.00)
	Invoice - 3/4/2014 10:54:01 AM		
	7911622		
	101-000-000-543-30-30-00	Office And Operating	\$89.33
	Total Invoice - 3/4/2014 10:54:01 AM		\$89.33
	Invoice - 3/4/2014 10:54:02 AM		
	7918420		
	101-000-000-543-30-30-00	Office And Operating	\$13.59
	Total Invoice - 3/4/2014 10:54:02 AM		\$13.59
	Invoice - 3/4/2014 10:55:29 AM		
	7920006		
	401-000-000-534-00-31-00	Operation & Maintenance	\$10.34
	Total Invoice - 3/4/2014 10:55:29 AM		\$10.34
Total Sunset Auto Parts Inc.			\$356.18
Tangly Cottage Gardening			\$356.18
36357		2014 - March - First meeting	
	Invoice - 3/3/2014 5:54:18 PM		
	2-2014		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$53.90
	Total Invoice - 3/3/2014 5:54:18 PM		\$53.90
Total Tangly Cottage Gardening			\$53.90
Tidy By The Sea, LLC			\$53.90

36358		2014 - March - First meeting	
	Invoice - 3/2/2014 12:40:23 PM		
	001-000-000-572-50-41-00	Custodian Library	\$20.00
	Total Invoice - 3/2/2014 12:40:23 PM		\$20.00
	Invoice - 3/2/2014 12:48:34 PM		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$80.00
	001-000-000-522-10-31-00	Office & Operating Supplies	\$40.00
	001-000-000-572-50-41-00	Custodian Library	\$335.00
	Total Invoice - 3/2/2014 12:48:34 PM		\$455.00
Total 36358			\$475.00
Total Tidy By The Sea, LLC			\$475.00
Verizon Wireless			
36359		2014 - March - First meeting	
	Invoice - 3/2/2014 12:41:00 PM		
	401-000-000-534-00-42-00	Communications	\$183.34
	Total Invoice - 3/2/2014 12:41:00 PM		\$183.34
Total 36359			\$183.34
Total Verizon Wireless			\$183.34
WA State Dept of Revenue			
36360		2014 - March - First meeting	
	Invoice - 3/2/2014 12:44:45 PM		
	001-000-000-514-20-41-00	Professional Services	\$124.33
	Total Invoice - 3/2/2014 12:44:45 PM		\$124.33
Total 36360			\$124.33
Total WA State Dept of Revenue			\$124.33
WA State Dept. of Natural Resources			
36361		2014 - March - First meeting	
	Invoice - 3/2/2014 12:43:57 PM		
	401-000-000-534-00-41-00	Professional Services	\$1,594.49
	Total Invoice - 3/2/2014 12:43:57 PM		\$1,594.49
Total 36361			\$1,594.49
Total WA State Dept. of Natural Resources			\$1,594.49
Wadsworth Electric			
36362		2014 - March - First meeting	
	Invoice - 3/2/2014 12:41:32 PM		
	409-000-000-535-00-41-01	Professional Services - Electrician	\$1,679.52
	Total Invoice - 3/2/2014 12:41:32 PM		\$1,679.52
	Invoice - 3/2/2014 12:41:58 PM		
	409-000-000-535-00-41-01	Professional Services - Electrician	\$428.28
	Total Invoice - 3/2/2014 12:41:58 PM		\$428.28
Total 36362			\$2,107.80
Total Wadsworth Electric			\$2,107.80
Wilcox & Flegel Oil Co.			
36363		2014 - March - First meeting	
	Invoice - 3/5/2014 2:02:50 PM		
	27954-IN		
	001-000-000-522-10-32-00	Gasoline	\$95.89
	Total Invoice - 3/5/2014 2:02:50 PM		\$95.89
	Invoice - 3/5/2014 2:06:01 PM		
	27953		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$68.64
	101-000-000-543-30-30-01	Gasoline & Oil Products	\$68.64
	401-000-000-534-00-32-00	Gasoline	\$332.80
	408-000-000-531-38-32-00	Gas/Oil Products	\$68.64
	Total Invoice - 3/5/2014 2:06:01 PM		\$538.72
Total 36363			\$634.61
Total Wilcox & Flegel Oil Co.			\$634.61
William R. Penoyar, Attorney at Law			
36364		2014 - March - First meeting	
	Invoice - 3/2/2014 12:47:37 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Total Invoice - 3/2/2014 12:47:37 PM		\$412.00
Total 36364			\$412.00
Total William R. Penoyar, Attorney at Law			\$412.00
Grand Total	Vendor Count	55	\$265,415.09

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 02/24/14, ~~3/10/14~~ Business Item: 3-10-14

B. Issue/Topic: **Contract for professional engineering services**

C. Sponsor(s):

1. Jensen
2. Forner

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

1. The city would like to enter into a contract for professional engineering services for the calendar year 2014.

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

1. The Selection Committee reviewed the list of engineers extracted from the MRSC database and concluded that Gray and Osborne (G&O) is their recommended selection as city engineer. They felt they have historic familiarity with the City of Ilwaco and knowledge of the infrastructure, as well as having materially participated in ongoing and pending future projects extending into and beyond 2014.
2. The previous contract (attached) specified the engineer shall furnish a scope of work and costs for each service requested, which will become a numbered Amendment to the contract.
3. G&O has indicated they would be in favor of the 2014 contract being the same as the 2013.

F. Impacts:

1. Fiscal: Based on project scope of work.
2. Legal: City Attorney Heather Reynolds will be asked to review the contract.
3. Personnel: None
4. Service/Delivery: None

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

H. Time Constraints/Due Dates:

I. Proposed Motion: **I move to authorize the mayor to negotiate and execute a Contract for Professional Engineering Services between the City of Ilwaco and Gray and Osborne, Inc..**

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF ILWACO
WASHINGTON**

JANUARY 2013

G&O Job. No. 20114.73

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS
SEATTLE, OLYMPIA, YAKIMA,
VANCOUVER & ARLINGTON**

**CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS Contract, entered into this 25th day of February 2013, between the CITY OF ILWACO, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, whereas, the Agency now finds that, from time to time, in the growth and development of the Agency, there will be the need for the engagement of professional engineering services. The purpose of this Contract is to define the services to be performed and method of payment for professional engineering services which may, from time to time, be authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the City of Ilwaco in connection with the Agency's 2013 General Engineering Services. These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer, then only for the services so requested. The Engineer shall furnish a scope of work and costs for each service requested which will become a numbered exhibit to the Contract.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon written direction of the Agency to proceed, the Engineer shall provide engineering services in accordance with a written scope of work, which describes the engineering services to be provided, such services may include, but are not limited to, engineering studies, financial analysis, predesign, design, construction management, local improvement district or utility local improvement district formation, surveys, the preparation and acquisition of easements and right-of-way, environmental studies and documentation, the preparation of regulatory permits and approvals, public meeting and hearing facilitation, project bid and award services, and construction management and administration.

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described in the project specific scope of work and budget. The information so secured shall be made available to the Agency for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of on-call engineering services, to be described in scopes of work requested by the Agency, cannot be determined at this time, in advance. The total cost for services will be established by Agreement between the Agency and the Engineer on a case-by-case basis as the need arises and/or by amendment to this Contract.

The following information will be provided for each project assigned by and approved by the Agency.

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs,

direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.

- (b) Compensation Determination: The amount of compensation due the Engineer by the Agency for the services furnished under this Contract shall be determined as provided hereinafter. Such payment shall be full compensation for work performed.

Payment for work accomplished is on the basis of the Engineer's actual cost plus a net fee. The actual cost includes direct salary cost, overhead and direct non-salary cost.

1. The direct salary cost is the salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this Contract.
2. The overhead costs as identified on Exhibit "A" are determined as 180 percent (180%), of the direct salary cost. The overhead cost rate is an estimate based on currently available accounting information and shall be used for all progress payments. The overhead costs of the Contract shall be updated annually.
3. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services, of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.
4. The fee, which represents the Engineer's profit, shall be fifteen percent. The net fee will be pro-rated and paid monthly in proportion to the Engineer's monthly progress billings and approved by the Agency.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period, plus a proportionate percentage of the fee amount stipulated above.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years, after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 7

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 8

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 9

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 10

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 11

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 12

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

ARTICLE 14

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 15

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 16

INDEMNITY AGREEMENT

The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by

reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

The Engineer shall be required to indemnify the Agency in those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

ARTICLE 17

INSURANCE

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person
 \$1,000,000 each occurrence
 \$1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person
 \$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS \$1,000,000 each occurrence
AND

OMISSIONS LIABILITY \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 18

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 19

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "B" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 20

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 21

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Ilwaco City Hall, if given by the Engineer, or to the President or Secretary of the Engineer personally,

if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF ILWACO
P.O. Box 648
Ilwaco, Washington 98624

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
701 Dexter Ave. North
Suite 200
Seattle, Washington 98109-4339

ARTICLE 22

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of Ilwaco

By: Thomas M. Zerkel
(Signature)

By: Mike Cassinelli
(Signature)

Name/Title: Thomas M. Zerkel, P.E., President

Name/Title: Mike Cassinelli, Mayor
(Print)

Date: February 22, 2013

Date: 2/25/13

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "A"

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

Federal, State, and Local Taxes	25.47%
Insurance and Medical	26.58%
Professional Development and Education	4.56%
Vacations and Holidays	15.14%
Administration (Typing, CADD, GIS, Computer)**	54.21%
Rent, Utilities, and Depreciation	17.74%
Office Expenses	8.12%
Recruiting	0.12%
Professional Services	1.22%
Incentive and Retirement	26.60%
Facilities Cost of Capital	0.24%
TOTAL:	180.00%

PROFESSIONAL ENGINEERING SERVICES CONTRACT ENGINEER'S REPRESENTATIVE PAYROLL RATES THROUGH JUNE 15, 2013*

<u>Employee Classification</u>	<u>Payroll Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$14.00	to	\$27.00
AutoCAD/GIS Manager/Graphic Artist	\$29.00	to	\$36.00
Senior Electrical Engineer	\$44.00	to	\$53.00
Senior Structural Engineer	\$36.00	to	\$49.00
Electrical Engineer	\$32.00	to	\$43.00
Structural Engineer	\$31.00	to	\$40.00
Environmental Technician/Specialist	\$25.00	to	\$40.00
Engineers I and II	\$24.00	to	\$33.00
Engineer III	\$29.00	to	\$35.00
Engineer IV	\$33.00	to	\$41.00
Engineers V and VI	\$35.00	to	\$56.00
Principal-in-Charge/Project Manager	\$35.00	to	\$59.00
Resident Engineer	\$38.00	to	\$48.00
Field Inspector	\$23.00	to	\$37.00
Field Survey Crew (2 Person)**	\$45.00	to	\$60.00
Field Survey Crew (3 Person)**	\$68.00	to	\$85.00
Professional Land Surveyor	\$34.00	to	\$38.00
Secretary/Word Processor**	N/A**		

* Updated annually, together with the overhead.

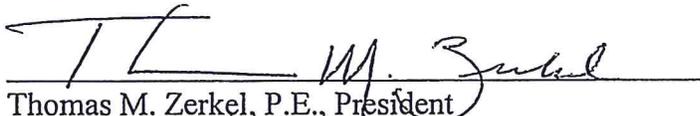
All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.56 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

**Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; and printing costs, which are less than \$150.

EXHIBIT "B"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

- I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.


Thomas M. Zerkel, P.E., President
Gray & Osborne, Inc.

2/22/13
Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration Excluded Parties List System website: www.epls.gov.

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item:3/10/14 Council Business Item:
- B. Issue/Topic: **City Center Reservoir Change Order #3**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
During the course of construction of the new City Center reservoir there have been minor adjustments that have been discussed with the mayor.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. Detailed descriptions and justifications are explained on the attached change order.
- F. Impacts:
1. Fiscal: \$2,477.43
2. Legal:
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: Recommended N/A Public Hearing on
- H. Staff Comments:
1. None
- I. Time Constraints/Due Dates:
- J. Proposed Motion: **I move to authorize the mayor to execute Change Order #3 for the City Center Reservoir Project increasing the contract with Clackamas Construction, Inc. by \$2,477.43.**

CHANGE ORDER

Project Title	City Center Reservoir - Rebid		
Owner	City of Ilwaco	Contractor Name	Clackamas Construction, Inc.
Change Order No.	3	Contractor Address	P.O. Box 279 Boring, OR 97009
Change Order Date	February 21, 2014		
G&O No.	12460.00		

The following changes are hereby made to the Contract Documents:

ITEM NO. 1: Tie-In #1

Additional trenching and fittings were required to complete tie-in #1 during construction. Record drawings of the existing water alignment were inaccurate which resulted in the addition of one 45 degree bend with thrust block and additional excavation.

The lump sum cost for this work is:.....\$902.34

Justification: The additional work is the result of changed site conditions.

ITEM NO. 2: Tie-In #4

Additional trenching and fittings were required to complete tie-in #4 during construction. The existing water alignment was shallower than anticipated and conflicted with the proposed water alignment which resulted in the addition of one 45 degree bend with additional (deeper) excavation.

The lump sum cost for this work is:.....\$1,575.09

Justification: The additional work is the result of changed site conditions.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):	\$740,180.00
Current Contract Amount, as adjusted by previous change orders:	\$776,822.32
The Contract Amount (without tax) due to this Change Order will be increased by:	\$ 2,477.43
The new Contract Amount (without tax) due to this Change Order will be:	\$779,299.75

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 1 working day, for a total of 98 working days.
The Physical Completion Contract Time will be increased by 1 working day, for a total of 108 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays,

extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.
(RECOMMENDED)

_____ Date _____

**(CLACKAMAS
CONSTRUCTION, INC.)**
(ACCEPTED)

_____ Date _____

(CITY OF ILWACO)
(ACCEPTED)

_____ Date _____

Elaine McMillan

From: Jim Doherty [jdoherly@mrsc.org]
Sent: Monday, March 03, 2014 2:46 PM
To: Elaine McMillan
Subject: RE: WATVs on City Streets

Elaine,

I reread RCW 46.09.455 (yes, it is confusing), and I think that Heather Reynolds is correct. If the city does not want WATVs operating on the state highway within the city, or on any other trails or beaches within the city, then the city should make that clear by adopting an ordinance restricting their use.

Thanks for forwarding Heather's e-mail.

Thank you for contacting MRSC. Help us improve our services by taking our five-question survey [here](#).

Jim Doherty

Legal Consultant

206.436.3797 | MRSC.org | Local Government Success

From: Elaine McMillan [mailto:treasurer@ilwaco-wa.gov]
Sent: Monday, March 03, 2014 2:35 PM
To: Jim Doherty
Subject: FW: WATVs on City Streets

Jim –

Below is the information from our city attorney. Since it differs a bit from what you had suggested, I was hoping you could let me know if you concur?

Regards,
Elaine

From: Heather Reynolds [mailto:heather@reynoldsattorney.com]
Sent: Monday, March 03, 2014 9:27 AM
To: 'Elaine McMillan'
Subject: RE: WATVs on City Streets

Elaine,

The new statutes on this are confusing, and the law is different for cities and counties and different for state highways and public roads. Operating WATV's on city streets is prohibited. RCW 46.09.455 (1)(d)(i). However, operating a WATV on a state highway within city limits where the speed limit is 35 mph or less, is permitted, unless the city enacts more stringent regulations under RCW 46.09.360. Thus, the City of Ilwaco needs to regulate WATV operation on the state highway within its boundaries. Regulation of WATV's on trails (or the beach) is not addressed in the new statutes. If Ilwaco does not already regulate WATV's on its trails, it should.

RCW 46.09.360 states in part: Notwithstanding any of the provisions of this chapter, any city, town, county, or other political subdivision of this state, or any state agency, may regulate the operation of nonhighway vehicles on public

lands, waters, and other properties under its jurisdiction, and on streets, roads, or highways within its boundaries by adopting regulations or ordinances of its governing body, provided such regulations are not less stringent than the provisions of this chapter.

RCW 46.09.455 states in part: (1) A person may operate a wheeled all-terrain vehicle upon any public roadway of this state, not including nonhighway roads and trails, having a speed limit of thirty-five miles per hour or less subject to the following restrictions and requirements:

(a) A person may not operate a wheeled all-terrain vehicle upon state highways that are listed in chapter 47.17 RCW; however, a person may operate a wheeled all-terrain vehicle upon a segment of a state highway listed in chapter 47.17 RCW if the segment is within the limits of a city or town and the speed limit on the segment is thirty-five miles per hour or less;

(d)(i) A person may not operate a wheeled all-terrain vehicle on a public roadway within the boundaries of a city or town, not including nonhighway roads and trails, unless the city or town by ordinance has approved the operation of wheeled all-terrain vehicles on city or town roadways, not including nonhighway roads and trails.

Let me know if there's anything else you need on this.

Heather

Heather Reynolds
Attorney at Law
PO Box 145
Astoria, OR 97103
Phone 503-325-8449
Fax 503-338-2969

The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and may contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender. Thank you.

From: Elaine McMillan [<mailto:treasurer@ilwaco-wa.gov>]
Sent: Friday, February 28, 2014 4:41 PM
To: 'Heather Reynolds'
Subject: FW: WATVs on City Streets

Heather –

David and Gary attend a workshop recently with the county and other cities to discuss the new ATV/ORV law. Attached is the Bill Analysis which at the bottom of page 2 leads me to believe that we need to do something to not allow ATV's to be on our roadways. However, David and Gary were told at the workshop that if we don't do anything, they are not allowed and that appears to be Jim's advise (see below).

Mike also spoke with Gayle Bouchard, the Long Beach city planner. She discussed the state highway issue with Doug Goelz and he told her that he thought we need to pass something. Hoping you can advise?

Regards,
Elaine

From: Jim Doherty [<mailto:jdoherty@mrsc.org>]
Sent: Friday, February 28, 2014 4:27 PM
To: Elaine McMillan
Subject: RE: WATVs on City Streets

Elaine,

If the City of Ilwaco takes no action, then WATVs will NOT be allowed on the low-speed roads of the city or on the beach. However, I would recommend that you make that clear on the opening page of the city's website, in order to avoid any misunderstandings. Sometimes people think that beaches are open to WATVs because of their experience in other cities or states. Even if your city allows cars on the beach, that does not mean that WATVs are also allowed on the beach.

Call if you want to discuss the issue.

Jim Doherty
MRSC Legal Consultant
206 625-1300

From: Elaine McMillan [<mailto:treasurer@ilwaco-wa.gov>]
Sent: Friday, February 28, 2014 4:16 PM
To: Jim Doherty
Cc: 'david jensen'; 'Gary Forner'
Subject: FW: WATVs on City Streets

Jim –

Lynn had responded to some of my questions and I know I need to have the city attorney get involved, but was hoping to get some clarification. Our city only has a population of 940. We have a state highway that comes through our city at 35 mph or under. We also have a portion of drivable beach that is state highway and paved trail. We want to make sure that if the city does nothing that the use of ATV/ORV's will not be allowed on roadways or trails within the city limits.

Any feedback you may have for a small city likes ours would be appreciated before I turn over what I have gathered to our attorney.

Thanks,
Elaine

From: Lynn Nordby [<mailto:lnordby@mrsc.org>]
Sent: Tuesday, February 25, 2014 1:28 PM
To: Elaine McMillan
Subject: RE: WATVs on City Streets

It looks to me like the way the law is written it still requires the action of the public entity to authorize the WATV use so the state would have to do it for the portion of the highway below 35 mph as it nears the intersection. That seems impractical and unlikely.

From: Elaine McMillan [<mailto:treasurer@ilwaco-wa.gov>]
Sent: Tuesday, February 25, 2014 12:53 PM
To: Lynn Nordby
Subject: RE: WATVs on City Streets

Thanks. Yes, I am familiar with his article. The state highway speed limit is not over 35 as it comes to the intersection in our town.

Elaine

From: Lynn Nordby [<mailto:lnordby@mrsc.org>]
Sent: Tuesday, February 25, 2014 12:40 PM
To: Elaine McMillan
Subject: RE: WATVs on City Streets

Elaine,

Since the state highway would have a speed limit over 35 they would not be allowed at all. Here's a link to [Jim's article](#) in case you hadn't seen it. I don't see anything regarding the beach issue but I think the city still has to take action to allow use on a city controlled trail. Note where it talks about posting the notice on the city's web site. You might want to call and talk with Jim directly.

Lynn

From: Elaine McMillan [<mailto:treasurer@ilwaco-wa.gov>]
Sent: Tuesday, February 25, 2014 12:24 PM
To: Lynn Nordby
Subject: RE: WATVs on City Streets

It does, however, we have a state highway that goes through our town. They aren't allowed on the state highway in our city? We also have a paved trail and driving beach that we would want to ensure they can't be used on.

Thanks,
Elaine

From: Lynn Nordby [<mailto:lnordby@mrsc.org>]
Sent: Tuesday, February 25, 2014 11:49 AM
To: treasurer@ilwaco-wa.gov
Subject: WATVs on City Streets

Elaine,

There are no examples of a ban on WATVs on city streets under HB 1632.

Here is a link to the MRSC Insight article written by one of MRSC's attorneys, Jim Doherty last summer after HB 1632 took effect. Note that in the fourth paragraph Jim states:

"In cities and towns, operation of WATVs on roads within their jurisdiction with a speed limit of 35 MPH or less is not allowed unless the council, by ordinance, approves."

If the city does not want to allow WATVs on city streets then no action need be taken to ban them. They may only be used on city streets if the city takes action to allow them.

I hope this helps.
Lynn



Lynn Karl Nordby, ICMA-CM

Public Policy & Management Consultant

Municipal Research and Services Center

2601 4th Ave, Suite 800

Seattle, WA 98121-1280

206-625-1300

<http://www.mrsc.org/about.aspx>

CERTIFICATION OF ENROLLMENT

ENGROSSED SUBSTITUTE HOUSE BILL 1632

Chapter 23, Laws of 2013

63rd Legislature
2013 2nd Special Session

OFF-ROAD VEHICLES

EFFECTIVE DATE: 07/28/13 - Except for section 3, which becomes effective 07/01/15, and Section 25, which is contingent.

Passed by the House June 28, 2013
Yeas 81 Nays 11

FRANK CHOPP

Speaker of the House of Representatives

Passed by the Senate June 29, 2013
Yeas 39 Nays 5

TIM SHELDON

President of the Senate

Approved July 3, 2013, 2:11 p.m.

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Barbara Baker, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 1632** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BARBARA BAKER

Chief Clerk

FILED

July 3, 2013

Secretary of State
State of Washington

*Sec 6
1a → highway
in city*

ENGROSSED SUBSTITUTE HOUSE BILL 1632

Passed Legislature - 2013 2nd Special Session

State of Washington 63rd Legislature 2013 2nd Special Session

By House Transportation (originally sponsored by Representatives Shea, Blake, Kristiansen, Sells, Warnick, Upthegrove, Wilcox, Scott, Moscoso, Fagan, and Condotta)

READ FIRST TIME 03/01/13.

1 AN ACT Relating to regulating the use of off-road vehicles in
2 certain areas; amending RCW 46.09.310, 46.09.310, 46.09.360, 46.09.400,
3 46.09.410, 46.09.420, 46.09.450, 46.09.460, 46.09.530, 46.17.350,
4 46.30.020, 46.63.020, 79A.80.010, 46.63.030, 43.84.092, and 43.84.092;
5 reenacting and amending RCW 46.09.470; adding new sections to chapter
6 46.09 RCW; creating a new section; prescribing penalties; providing
7 effective dates; providing a contingent effective date; providing an
8 expiration date; providing a contingent expiration date; and declaring
9 an emergency.

10 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

11 NEW SECTION. **Sec. 1.** (1) The legislature finds that off-road
12 vehicle users have been overwhelmed with varied confusing rules,
13 regulations, and ordinances from federal, state, county, and city land
14 managers throughout the state to the extent standardization statewide
15 is needed to maintain public safety and good order.

16 (2) It is the intent of the legislature to: (a) Increase
17 opportunities for safe, legal, and environmentally acceptable motorized
18 recreation; (b) decrease the amount of unlawful or environmentally
19 harmful motorized recreation; (c) generate funds for use in

1 maintenance, signage, education, and enforcement of motorized
2 recreation opportunities; (d) advance a culture of self-policing and
3 abuse intolerance among motorized recreationists; (e) cause no change
4 in the policies of any governmental agency with respect to public land;
5 (f) not change any current ORV usage routes as authorized in chapter
6 213, Laws of 2005; (g) stimulate rural economies by opening certain
7 roadways to use by motorized recreationists which will in turn
8 stimulate economic activity through expenditures on gasoline, lodging,
9 food and drink, and other entertainment purposes; and (h) require all
10 wheeled all-terrain vehicles to obtain a metal tag.

11 **Sec. 2.** RCW 46.09.310 and 2010 c 161 s 213 are each amended to
12 read as follows:

13 The definitions in this section apply throughout this chapter
14 unless the context clearly requires otherwise.

15 (1) "Advisory committee" means the nonhighway and off-road vehicle
16 activities advisory committee established in RCW 46.09.340.

17 (2) "Board" means the recreation and conservation funding board
18 established in RCW 79A.25.110.

19 (3) "Dealer" means a person, partnership, association, or
20 corporation engaged in the business of selling off-road vehicles at
21 wholesale or retail in this state.

22 (4) "Highway," for the purpose of this chapter only, means the
23 entire width between the boundary lines of every roadway publicly
24 maintained by the state department of transportation or any county or
25 city with funding from the motor vehicle fund. A highway is generally
26 capable of travel by a conventional two-wheel drive passenger
27 automobile during most of the year and in use by such vehicles.

28 (5) "Nonhighway road" means any road owned or managed by a public
29 agency, a primitive road, or any private road for which the owner has
30 granted an easement for public use for which appropriations from the
31 motor vehicle fund were not used for (a) original construction or
32 reconstruction in the last twenty-five years; or (b) maintenance in the
33 last four years.

34 (6) "Nonhighway road recreation facilities" means recreational
35 facilities that are adjacent to, or accessed by, a nonhighway road and
36 intended primarily for nonhighway road recreational users.

1 (7) "Nonhighway road recreational user" means a person whose
2 purpose for consuming fuel on a nonhighway road or off-road is
3 primarily for nonhighway road recreational purposes, including, but not
4 limited to, hunting, fishing, camping, sightseeing, wildlife viewing,
5 picnicking, driving for pleasure, kayaking/canoeing, and gathering
6 berries, firewood, mushrooms, and other natural products.

7 (8) "Nonhighway vehicle" means any motorized vehicle including an
8 ORV when used for recreational purposes on nonhighway roads, trails, or
9 a variety of other natural terrain.

10 Nonhighway vehicle does not include:

11 (a) Any vehicle designed primarily for travel on, over, or in the
12 water;

13 (b) Snowmobiles or any military vehicles; or

14 (c) Any vehicle eligible for a motor vehicle fuel tax exemption or
15 rebate under chapter 82.36 RCW while an exemption or rebate is claimed.
16 This exemption includes but is not limited to farm, construction, and
17 logging vehicles.

18 (9) "Nonmotorized recreational facilities" means recreational
19 trails and facilities that are adjacent to, or accessed by, a
20 nonhighway road and intended primarily for nonmotorized recreational
21 users.

22 (10) "Nonmotorized recreational user" means a person whose purpose
23 for consuming fuel on a nonhighway road or off-road is primarily for
24 nonmotorized recreational purposes including, but not limited to,
25 walking, hiking, backpacking, climbing, cross-country skiing,
26 snowshoeing, mountain biking, horseback riding, and pack animal
27 activities.

28 (11) "Organized competitive event" means any competition,
29 advertised in advance through written notice to organized clubs or
30 published in local newspapers, sponsored by recognized clubs, and
31 conducted at a predetermined time and place.

32 (12) "ORV recreation facilities" include, but are not limited to,
33 ORV trails, trailheads, campgrounds, ORV sports parks, and ORV use
34 areas, designated for ORV use by the managing authority (~~that are~~
35 ~~intended primarily for ORV recreational users~~)).

36 (13) "ORV recreational user" means a person whose purpose for
37 consuming fuel on nonhighway roads or off-road is primarily for ORV

1 recreational purposes, including but not limited to riding an all-
2 terrain vehicle, motorcycling, or driving a four-wheel drive vehicle or
3 dune buggy.

4 (14) "ORV sports park" means a facility designed to accommodate
5 competitive ORV recreational uses including, but not limited to,
6 motocross racing, four-wheel drive competitions, and flat track racing.
7 Use of ORV sports parks can be competitive or noncompetitive in nature.

8 (15) "ORV trail" means a multiple-use corridor designated by the
9 managing authority and maintained for recreational use by motorized
10 vehicles.

11 (16) "Direct supervision" means that the supervising adult must be
12 in a position, on another wheeled all-terrain vehicle or specialty off-
13 highway vehicle or motorbike or, if on the ground, within a reasonable
14 distance of the unlicensed operator, to provide close support,
15 assistance, or direction to the unlicensed operator.

16 (17) "Emergency management" means the carrying out of emergency
17 functions related to responding and recovering from emergencies and
18 disasters, and to aid victims suffering from injury or damage,
19 resulting from disasters caused by all hazards, whether natural,
20 technological, or human caused, and to provide support for search and
21 rescue operations for persons and property in distress.

22 (18) "Primitive road" means a linear route managed for use by four-
23 wheel drive or high-clearance vehicles that is generally not maintained
24 or paved, a road designated by a county as primitive under RCW
25 36.75.300, or a road designated by a city or town as primitive under a
26 local ordinance.

27 (19) "Wheeled all-terrain vehicle" means (a) any motorized
28 nonhighway vehicle with handlebars that is fifty inches or less in
29 width, has a seat height of at least twenty inches, weighs less than
30 one thousand five hundred pounds, and has four tires having a diameter
31 of thirty inches or less, or (b) a utility-type vehicle designed for
32 and capable of travel over designated roads that travels on four or
33 more low-pressure tires of twenty psi or less, has a maximum width less
34 than seventy-four inches, has a maximum weight less than two thousand
35 pounds, has a wheelbase of one hundred ten inches or less, and
36 satisfies at least one of the following: (i) Has a minimum width of
37 fifty inches; (ii) has a minimum weight of at least nine hundred
38 pounds; or (iii) has a wheelbase of over sixty-one inches.

1 **Sec. 3.** RCW 46.09.310 and 2013 c 225 s 607 are each amended to
2 read as follows:

3 The definitions in this section apply throughout this chapter
4 unless the context clearly requires otherwise.

5 (1) "Advisory committee" means the nonhighway and off-road vehicle
6 activities advisory committee established in RCW 46.09.340.

7 (2) "Board" means the recreation and conservation funding board
8 established in RCW 79A.25.110.

9 (3) "Dealer" means a person, partnership, association, or
10 corporation engaged in the business of selling off-road vehicles at
11 wholesale or retail in this state.

12 (4) "Highway," for the purpose of this chapter only, means the
13 entire width between the boundary lines of every roadway publicly
14 maintained by the state department of transportation or any county or
15 city with funding from the motor vehicle fund. A highway is generally
16 capable of travel by a conventional two-wheel drive passenger
17 automobile during most of the year and in use by such vehicles.

18 (5) "Nonhighway road" means any road owned or managed by a public
19 agency, a primitive road, or any private road for which the owner has
20 granted an easement for public use for which appropriations from the
21 motor vehicle fund were not used for (a) original construction or
22 reconstruction in the last twenty-five years; or (b) maintenance in the
23 last four years.

24 (6) "Nonhighway road recreation facilities" means recreational
25 facilities that are adjacent to, or accessed by, a nonhighway road and
26 intended primarily for nonhighway road recreational users.

27 (7) "Nonhighway road recreational user" means a person whose
28 purpose for consuming fuel on a nonhighway road or off-road is
29 primarily for nonhighway road recreational purposes, including, but not
30 limited to, hunting, fishing, camping, sightseeing, wildlife viewing,
31 picnicking, driving for pleasure, kayaking/canoeing, and gathering
32 berries, firewood, mushrooms, and other natural products.

33 (8) "Nonhighway vehicle" means any motorized vehicle including an
34 ORV when used for recreational purposes on nonhighway roads, trails, or
35 a variety of other natural terrain.

36 Nonhighway vehicle does not include:

37 (a) Any vehicle designed primarily for travel on, over, or in the
38 water;

1 (b) Snowmobiles or any military vehicles; or

2 (c) Any vehicle eligible for a motor vehicle fuel tax exemption or
3 rebate under chapter 82.38 RCW while an exemption or rebate is claimed.
4 This exemption includes but is not limited to farm, construction, and
5 logging vehicles.

6 (9) "Nonmotorized recreational facilities" means recreational
7 trails and facilities that are adjacent to, or accessed by, a
8 nonhighway road and intended primarily for nonmotorized recreational
9 users.

10 (10) "Nonmotorized recreational user" means a person whose purpose
11 for consuming fuel on a nonhighway road or off-road is primarily for
12 nonmotorized recreational purposes including, but not limited to,
13 walking, hiking, backpacking, climbing, cross-country skiing,
14 snowshoeing, mountain biking, horseback riding, and pack animal
15 activities.

16 (11) "Organized competitive event" means any competition,
17 advertised in advance through written notice to organized clubs or
18 published in local newspapers, sponsored by recognized clubs, and
19 conducted at a predetermined time and place.

20 (12) "ORV recreation facilities" include, but are not limited to,
21 ORV trails, trailheads, campgrounds, ORV sports parks, and ORV use
22 areas, designated for ORV use by the managing authority (~~that are~~
23 ~~intended primarily for ORV recreational users~~).

24 (13) "ORV recreational user" means a person whose purpose for
25 consuming fuel on nonhighway roads or off-road is primarily for ORV
26 recreational purposes, including but not limited to riding an all-
27 terrain vehicle, motorcycling, or driving a four-wheel drive vehicle or
28 dune buggy.

29 (14) "ORV sports park" means a facility designed to accommodate
30 competitive ORV recreational uses including, but not limited to,
31 motocross racing, four-wheel drive competitions, and flat track racing.
32 Use of ORV sports parks can be competitive or noncompetitive in nature.

33 (15) "ORV trail" means a multiple-use corridor designated by the
34 managing authority and maintained for recreational use by motorized
35 vehicles.

36 (16) "Direct supervision" means that the supervising adult must be
37 in a position, on another wheeled all-terrain vehicle or specialty off-

1 highway vehicle or motorbike or, if on the ground, within a reasonable
2 distance of the unlicensed operator, to provide close support,
3 assistance, or direction to the unlicensed operator.

4 (17) "Emergency management" means the carrying out of emergency
5 functions related to responding and recovering from emergencies and
6 disasters, and to aid victims suffering from injury or damage,
7 resulting from disasters caused by all hazards, whether natural,
8 technological, or human caused, and to provide support for search and
9 rescue operations for persons and property in distress.

10 (18) "Primitive road" means a linear route managed for use by four-
11 wheel drive or high-clearance vehicles that is generally not maintained
12 or paved, a road designated by a county as primitive under RCW
13 36.75.300, or a road designated by a city or town as primitive under a
14 local ordinance.

15 (19) "Wheeled all-terrain vehicle" means (a) any motorized
16 nonhighway vehicle with handlebars that is fifty inches or less in
17 width, has a seat height of at least twenty inches, weighs less than
18 one thousand five hundred pounds, and has four tires having a diameter
19 of thirty inches or less, or (b) a utility-type vehicle designed for
20 and capable of travel over designated roads that travels on four or
21 more low-pressure tires of twenty psi or less, has a maximum width less
22 than seventy-four inches, has a maximum weight less than two thousand
23 pounds, has a wheelbase of one hundred ten inches or less, and
24 satisfies at least one of the following: (i) Has a minimum width of
25 fifty inches; (ii) has a minimum weight of at least nine hundred
26 pounds; or (iii) has a wheelbase of over sixty-one inches.

27 NEW SECTION. Sec. 4. A new section is added to chapter 46.09 RCW
28 under the subchapter heading "registrations and use permits" to read as
29 follows:

30 (1) Any wheeled all-terrain vehicle operated within this state must
31 display a metal tag to be affixed to the rear of the wheeled all-
32 terrain vehicle. The initial metal tag must be issued with an original
33 off-road vehicle registration and upon payment of the initial vehicle
34 license fee under RCW 46.17.350(1)(s). The metal tag must be replaced
35 every seven years at a cost of two dollars. Revenue from replacement
36 metal tags must be deposited into the nonhighway and off-road vehicle

1 activities program account. The department must design the metal tag,
2 which must:

3 (a) Be the same size as a motorcycle license plate;

4 (b) Have the words "RESTRICTED VEHICLE" listed at the top of the
5 tag;

6 (c) Contain designated identification through a combination of
7 letters and numbers;

8 (d) Leave space at the bottom left corner of the tag for an off-
9 road tab issued under subsection (2) of this section; and

10 (e) Leave space at the bottom right corner of the tag for an on-
11 road tab, when required, issued under subsection (3) of this section.

12 (2) A person who operates a wheeled all-terrain vehicle must have
13 a current and proper off-road vehicle registration, with the
14 appropriate off-road tab, and pay the annual vehicle license fee as
15 provided in RCW 46.17.350(1)(s), which must be deposited into the
16 nonhighway and off-road vehicle activities program account. The off-
17 road tab must be issued annually by the department upon payment of
18 initial and renewal vehicle license fees under RCW 46.17.350(1)(s).

19 (3) A person who operates a wheeled all-terrain vehicle upon a
20 public roadway must have a current and proper on-road vehicle
21 registration, with the appropriate on-road tab, which must be of a
22 bright color that can be seen from a reasonable distance, and pay the
23 annual vehicle license fee as provided in RCW 46.17.350(1)(r). The on-
24 road tab must be issued annually by the department upon payment of
25 initial and renewal vehicle license fees under RCW 46.17.350(1)(r).

26 (4) A wheeled all-terrain vehicle may not be registered for
27 commercial use.

28 NEW SECTION. **Sec. 5.** A new section is added to chapter 46.09 RCW
29 under the subchapter heading "registrations and use permits" to read as
30 follows:

31 (1) A person may not operate a wheeled all-terrain vehicle upon a
32 public roadway of this state, not including nonhighway roads and
33 trails, without (a) first obtaining a valid driver's license issued to
34 Washington residents in compliance with chapter 46.20 RCW or (b)
35 possessing a valid driver's license issued by the state of the person's
36 residence if the person is a nonresident.

1 (2) A person who operates a wheeled all-terrain vehicle under this
2 section is granted all rights and is subject to all duties applicable
3 to the operator of a motorcycle under RCW 46.37.530 and chapter 46.61
4 RCW, unless otherwise stated in this act, except that wheeled all-
5 terrain vehicles may not be operated side-by-side in a single lane of
6 traffic.

7 (3) Wheeled all-terrain vehicles are subject to chapter 46.55 RCW.

8 (4) Any person who violates this section commits a traffic
9 infraction.

10 (5) The department may develop and implement an online training
11 course for persons that register wheeled all-terrain vehicles and
12 utility-type vehicles for use on a public roadway of this state. The
13 department is granted rule-making authority for the training course.
14 Any future costs associated with the training course must be
15 appropriated from the highway safety account and any fees collected
16 must be distributed to the highway safety account.

17 NEW SECTION. **Sec. 6.** A new section is added to chapter 46.09 RCW
18 under the subchapter heading "uses and violations" to read as follows:

19 (1) A person may operate a wheeled all-terrain vehicle upon any
20 public roadway of this state, not including nonhighway roads and
21 trails, having a speed limit of thirty-five miles per hour or less
22 subject to the following restrictions and requirements:

23 (a) A person may not operate a wheeled all-terrain vehicle upon
24 state highways that are listed in chapter 47.17 RCW; however, a person
25 may operate a wheeled all-terrain vehicle upon a segment of a state
26 highway listed in chapter 47.17 RCW if the segment is within the limits
27 of a city or town and the speed limit on the segment is thirty-five
28 miles per hour or less;

29 (b) A person operating a wheeled all-terrain vehicle may not cross
30 a public roadway, not including nonhighway roads and trails, with a
31 speed limit in excess of thirty-five miles per hour, unless the
32 crossing begins and ends on a public roadway, not including nonhighway
33 roads and trails, or an ORV trail, with a speed limit of thirty-five
34 miles per hour or less and occurs at an intersection of approximately
35 ninety degrees, except that the operator of a wheeled all-terrain
36 vehicle may not cross at an uncontrolled intersection of a public
37 highway listed under chapter 47.17 RCW;

1 (c)(i) A person may not operate a wheeled all-terrain vehicle on a
2 public roadway within the boundaries of a county, not including
3 nonhighway roads and trails, with a population of fifteen thousand or
4 more unless the county by ordinance has approved the operation of
5 wheeled all-terrain vehicles on county roadways, not including
6 nonhighway roads and trails.

7 (ii) The legislative body of a county with a population of fewer
8 than fifteen thousand may, by ordinance, designate roadways or highways
9 within its boundaries to be unsuitable for use by wheeled all-terrain
10 vehicles.

11 (iii) Any public roadways, not including nonhighway roads and
12 trails, authorized by a legislative body of a county under (c)(i) of
13 this subsection or designated as unsuitable under (c)(ii) of this
14 subsection must be listed publicly and made accessible from the main
15 page of the county web site.

16 (iv) This subsection (1)(c) does not affect any roadway that was
17 designated as open or closed as of January 1, 2013;

18 (d)(i) A person may not operate a wheeled all-terrain vehicle on a
19 public roadway within the boundaries of a city or town, not including
20 nonhighway roads and trails, unless the city or town by ordinance has
21 approved the operation of wheeled all-terrain vehicles on city or town
22 roadways, not including nonhighway roads and trails.

23 (ii) Any public roadways, not including nonhighway roads and
24 trails, authorized by a legislative body of a city or town under (d)(i)
25 of this subsection must be listed publicly and made accessible from the
26 main page of the city or town web site.

27 (iii) This subsection (1)(d) does not affect any roadway that was
28 designated as open or closed as of January 1, 2013.

29 (e) Any person who violates this subsection commits a traffic
30 infraction.

31 (2) Local authorities may not establish requirements for the
32 registration of wheeled all-terrain vehicles.

33 (3) A person may operate a wheeled all-terrain vehicle upon any
34 public roadway, trail, nonhighway road, or highway within the state
35 while being used under the authority or direction of an appropriate
36 agency that engages in emergency management, as defined in RCW
37 46.09.310, or search and rescue, as defined in RCW 38.52.010, or a law

1 enforcement agency, as defined in RCW 16.52.011, within the scope of
2 the agency's official duties.

3 (4) A wheeled all-terrain vehicle is an off-road vehicle for the
4 purposes of chapter 4.24 RCW.

5 NEW SECTION. **Sec. 7.** A new section is added to chapter 46.09 RCW
6 under the subchapter heading "uses and violations" to read as follows:

7 (1) A person may operate a wheeled all-terrain vehicle upon any
8 public roadway of this state, not including nonhighway roads and
9 trails, subject to the following equipment and declaration
10 requirements:

11 (a) A person who operates a wheeled all-terrain vehicle must comply
12 with the following equipment requirements:

13 (i) Headlights meeting the requirements of RCW 46.37.030 and
14 46.37.040 and used at all times when the vehicle is in motion upon a
15 highway;

16 (ii) One tail lamp meeting the requirements of RCW 46.37.525 and
17 used at all times when the vehicle is in motion upon a highway;
18 however, a utility-type vehicle, as described under RCW 46.09.310, must
19 have two tail lamps meeting the requirements of RCW 46.37.070(1) and to
20 be used at all times when the vehicle is in motion upon a highway;

21 (iii) A stop lamp meeting the requirements of RCW 46.37.200;

22 (iv) Reflectors meeting the requirements of RCW 46.37.060;

23 (v) During hours of darkness, as defined in RCW 46.04.200, turn
24 signals meeting the requirements of RCW 46.37.200. Outside of hours of
25 darkness, the operator must comply with RCW 46.37.200 or 46.61.310;

26 (vi) A mirror attached to either the right or left handlebar, which
27 must be located to give the operator a complete view of the highway for
28 a distance of at least two hundred feet to the rear of the vehicle;
29 however, a utility-type vehicle, as described under RCW 46.09.310(19),
30 must have two mirrors meeting the requirements of RCW 46.37.400;

31 (vii) A windshield meeting the requirements of RCW 46.37.430,
32 unless the operator wears glasses, goggles, or a face shield while
33 operating the vehicle, of a type conforming to rules adopted by the
34 Washington state patrol;

35 (viii) A horn or warning device meeting the requirements of RCW
36 46.37.380;

37 (ix) Brakes in working order;

1 (x) A spark arrester and muffling device meeting the requirements
2 of RCW 46.09.470; and

3 (xi) For utility-type vehicles, as described under RCW
4 46.09.310(19), seatbelts meeting the requirements of RCW 46.37.510.

5 (b) A person who operates a wheeled all-terrain vehicle upon a
6 public roadway must provide a declaration that includes the following:

7 (i) Documentation of a safety inspection to be completed by a
8 licensed wheeled all-terrain vehicle dealer or repair shop in the state
9 of Washington that must outline the vehicle information and certify
10 under oath that all wheeled all-terrain vehicle equipment as required
11 under this section meets the requirements outlined in state and federal
12 law. A person who makes a false statement regarding the inspection of
13 equipment required under this section is guilty of false swearing, a
14 gross misdemeanor, under RCW 9A.72.040;

15 (ii) Documentation that the licensed wheeled all-terrain vehicle
16 dealer or repair shop did not charge more than fifty dollars per safety
17 inspection and that the entire safety inspection fee is paid directly
18 and only to the licensed wheeled all-terrain vehicle dealer or repair
19 shop;

20 (iii) A statement that the licensed wheeled all-terrain vehicle
21 dealer or repair shop is entitled to the full amount charged for the
22 safety inspection;

23 (iv) A vehicle identification number verification that must be
24 completed by a licensed wheeled all-terrain vehicle dealer or repair
25 shop in the state of Washington; and

26 (v) A release signed by the owner of the wheeled all-terrain
27 vehicle and verified by the department, county auditor or other agent,
28 or subagent appointed by the director that releases the state from any
29 liability and outlines that the owner understands that the original
30 wheeled all-terrain vehicle was not manufactured for on-road use and
31 that it has been modified for use on public roadways.

32 (2) This section does not apply to emergency services vehicles,
33 vehicles used for emergency management purposes, or vehicles used in
34 the production of agricultural and timber products on and across lands
35 owned, leased, or managed by the owner or operator of the wheeled all-
36 terrain vehicle or the operator's employer.

1 NEW SECTION. **Sec. 8.** A new section is added to chapter 46.09 RCW
2 under the subchapter heading "general provisions" to read as follows:

3 The department must track wheeled all-terrain vehicles in a
4 separate registration category for reporting purposes.

5 NEW SECTION. **Sec. 9.** A new section is added to chapter 46.09 RCW
6 under the subchapter heading "uses and violations" to read as follows:

7 (1) A person who operates a wheeled all-terrain vehicle consistent
8 with RCW 46.09.470(1) (g), (h), or (i) or inconsistent with the
9 emergency exemption under RCW 46.09.420 is a traffic infraction.

10 (2) Any law enforcement officer may issue a notice of traffic
11 infraction for a violation of subsection (1) of this section whether or
12 not the infraction was committed in the officer's presence, as long as
13 there is reasonable evidence presented that the operator of the wheeled
14 all-terrain vehicle committed a violation of subsection (1) of this
15 section. At a minimum, the evidence must include information relating
16 to the time and location at which the violation occurred, and the
17 wheeled all-terrain vehicle metal tag number or a description of the
18 vehicle involved in the violation. If, after an investigation of a
19 reported violation of subsection (1) of this section, the law
20 enforcement officer is able to identify the operator and has probable
21 cause to believe a violation of subsection (1) of this section has
22 occurred, the law enforcement officer shall prepare a notice of traffic
23 infraction and have it served upon the operator of the wheeled all-
24 terrain vehicle.

25 NEW SECTION. **Sec. 10.** A new section is added to chapter 46.09 RCW
26 under the subchapter heading "revenue" to read as follows:

27 (1) The multiuse roadway safety account is created in the motor
28 vehicle fund. All receipts from vehicle license fees under RCW
29 46.17.350(1)(r) must be deposited into the account. Moneys in the
30 account may be spent only after appropriation. Expenditures from the
31 account may be used only for grants administered by the department of
32 transportation to: (a) Counties to perform safety engineering analysis
33 of mixed vehicle use on any road within a county; (b) local governments
34 to provide funding to erect signs providing notice to the motoring
35 public that (i) wheeled all-terrain vehicles are present or (ii)
36 wheeled all-terrain vehicles may be crossing; (c) the state patrol or

1 local law enforcement for purposes of defraying the costs of
2 enforcement of this act; and (d) law enforcement to investigate
3 accidents involving wheeled all-terrain vehicles.

4 (2) The department of transportation must prioritize grant awards
5 in the following priority order:

6 (a) For the purpose of marking highway crossings with signs warning
7 motorists that wheeled all-terrain vehicles may be crossing when an ORV
8 recreation facility parking lot is on the other side of a public
9 roadway from the actual ORV recreation facility; and

10 (b) For the purpose of marking intersections with signs where a
11 wheeled all-terrain vehicle may cross a public road to advise motorists
12 of the upcoming intersection. Such signs must conform to the manual on
13 uniform traffic control devices.

14 **Sec. 11.** RCW 46.09.360 and 2006 c 212 s 4 are each amended to read
15 as follows:

16 (1) Notwithstanding any of the provisions of this chapter, any
17 city, town, county, or other political subdivision of this state, or
18 any state agency, may regulate the operation of nonhighway vehicles on
19 public lands, waters, and other properties under its jurisdiction, and
20 on streets, roads, or highways within its boundaries by adopting
21 regulations or ordinances of its governing body, provided such
22 regulations are not less stringent than the provisions of this chapter.
23 However, the legislative body of a city or town with a population of
24 less than three thousand persons may, by ordinance, designate a street
25 or highway within its boundaries to be suitable for use by off-road
26 vehicles. The legislative body of a county may, by ordinance,
27 designate a road or highway within its boundaries to be suitable for
28 use by off-road vehicles (~~(if the road or highway is a direct~~
29 ~~connection between a city with a population of less than three thousand~~
30 ~~persons and an off-road vehicle recreation facility)).~~

31 (2) For purposes of this section, "off-road vehicles" does not
32 include wheeled all-terrain vehicles.

33 **Sec. 12.** RCW 46.09.400 and 2011 c 171 s 25 are each amended to
34 read as follows:

35 The department shall:

1 (1) Issue registrations and temporary ORV use permits for off-road
2 vehicles, excluding wheeled all-terrain vehicles subject to subsection
3 (4) of this section;

4 (2) Issue decals for off-road vehicles, excluding wheeled all-
5 terrain vehicles subject to subsection (4) of this section. The decals
6 serve the same function as license plates for vehicles registered under
7 chapter 46.16A RCW; (~~and~~)

8 (3) Charge a fee for each decal covering the actual cost of the
9 decal; and

10 (4) Issue metal tags, off-road vehicle registrations, and on-road
11 vehicle registrations for wheeled all-terrain vehicles.

12 **Sec. 13.** RCW 46.09.410 and 2010 c 161 s 218 are each amended to
13 read as follows:

14 (1) The application for an original ORV registration has the same
15 requirements as described for original vehicle registrations in RCW
16 46.16A.040 and must be accompanied by the annual off-road vehicle
17 license fee required under RCW 46.17.350, in addition to any other fees
18 or taxes due for the application.

19 (2) The application for renewal of an ORV registration has the same
20 requirements as described for the renewal of vehicle registrations in
21 RCW 46.16A.110 and must be accompanied by the annual off-road vehicle
22 license fee required under RCW 46.17.350, in addition to any other fees
23 or taxes due for the application.

24 (3) The annual ORV registration is valid for one year and may be
25 renewed each subsequent year as prescribed by the department.

26 (4) A person who acquires an off-road vehicle that has an ORV
27 registration must:

28 (a) Apply to the department, county auditor or other agent, or
29 subagent appointed by the director for a transfer of the ORV
30 registration within fifteen days of taking possession of the off-road
31 vehicle; and

32 (b) Pay the ORV registration transfer fee required under RCW
33 46.17.410, in addition to any other fees or taxes due at the time of
34 application.

35 (5) The department shall issue an ORV registration, decals, and
36 tabs upon receipt of:

1 (a) A properly completed application for an original ORV
2 registration; and

3 (b) The payment of all fees and taxes due at the time of
4 application.

5 (6) The ORV registration must be carried on the vehicle for which
6 it was issued at all times during its operation in this state.

7 (7) Off-road vehicle decals must be affixed to the off-road vehicle
8 in a manner prescribed by the department.

9 (8) Unless exempt under RCW 46.09.420, any out-of-state operator of
10 an off-road vehicle, when operating in this state, must comply with
11 this chapter. If an ORV registration is required under this chapter,
12 the out-of-state operator must obtain an ORV registration and decal or
13 a temporary ORV use permit.

14 (9) This section does not apply to wheeled all-terrain vehicles
15 registered for use under section 4 of this act.

16 **Sec. 14.** RCW 46.09.420 and 2011 c 171 s 26 are each amended to
17 read as follows:

18 ORV registrations and decals are required under this chapter except
19 for the following:

20 (1) Off-road vehicles owned and operated by the United States,
21 another state, or a political subdivision of the United States or
22 another state.

23 (2) Off-road vehicles owned and operated by this state, a
24 municipality, or a political subdivision of this state or the
25 municipality.

26 (3) Off-road vehicles operated on and across agricultural and
27 timber lands owned (~~(or)~~), leased, or managed by the off-road vehicle
28 owner or operator or operator's employer.

29 (4) Off-road vehicles owned by a resident of another state that
30 have a valid ORV use permit or vehicle registration issued in
31 accordance with the laws of the other state. This exemption applies
32 only to the extent that a similar exemption or privilege is granted
33 under the laws of that state.

34 (5) Off-road vehicles while being used for (~~search and rescue~~)
35 emergency management purposes under the authority or direction of an
36 appropriate agency that engages in emergency management, as defined in

1 RCW 46.09.310, or search and rescue, as defined in RCW 38.52.010, or a
2 law enforcement agency as defined in RCW 16.52.011.

3 (6) Vehicles registered under chapter 46.16A RCW or, in the case of
4 nonresidents, vehicles validly registered for operation over public
5 highways in the jurisdiction of the owner's residence.

6 (7) Off-road vehicles operated by persons who, in good faith,
7 render emergency care or assistance with respect to an incident
8 involving off-road vehicles. Persons who operate off-road vehicles to
9 render such care, assistance, or advice are not liable for civil
10 damages resulting from any act or omission in the rendering of such
11 care, assistance, or advice, other than acts or omissions constituting
12 gross negligence or willful or wanton misconduct.

13 **Sec. 15.** RCW 46.09.450 and 2011 c 171 s 27 are each amended to
14 read as follows:

15 (1) Except as otherwise provided in this section, it is lawful to
16 operate an off-road vehicle upon:

17 (a) A nonhighway road and in parking areas serving designated off-
18 road vehicle areas if the state, federal, local, or private authority
19 responsible for the management of the nonhighway road authorizes the
20 use of off-road vehicles; (~~and~~)

21 (b) A street, road, or highway as authorized under RCW 46.09.360;
22 and

23 (c) Any trail, nonhighway road, or highway within the state while
24 being used under the authority or direction of an appropriate agency
25 that engages in emergency management, as defined in RCW 46.09.310, or
26 search and rescue, as defined in RCW 38.52.010, or a law enforcement
27 agency, as defined in RCW 16.52.011, within the scope of the agency's
28 official duties.

29 (2) (~~Operations of~~) An off-road vehicle operated on a nonhighway
30 road(~~or~~) or on a street, road, or highway as authorized under RCW
31 46.09.360(~~or under~~) and this section is exempt from both registration
32 requirements of chapter 46.16A RCW and vehicle lighting and equipment
33 requirements of chapter 46.37 RCW.

34 (3) It is unlawful to operate an off-road vehicle upon a private
35 nonhighway road if the road owner has not authorized the use of off-
36 road vehicles.

1 (4) Nothing in this section authorizes trespass on private
2 property.

3 (5) The provisions of RCW 4.24.210(5) (~~shall~~) apply to public and
4 private landowners who allow members of the public to use public
5 facilities accessed by a highway, street, or nonhighway road for
6 recreational off-road vehicle use.

7 **Sec. 16.** RCW 46.09.460 and 2005 c 213 s 5 are each amended to read
8 as follows:

9 (1) Except as specified in subsection (2) of this section, no
10 person under (~~thirteen~~) sixteen years of age may operate an off-road
11 vehicle on or across a highway or nonhighway road in this state without
12 direct supervision of a person eighteen years of age or older
13 possessing a valid license to operate a motor vehicle under chapter
14 46.20 RCW. This prohibition does not apply when a person under sixteen
15 years of age is acting in accordance with RCW 46.09.420 (5) and (7).

16 (2) Persons under (~~thirteen~~) sixteen years of age may operate an
17 off-road vehicle across a highway, if at that crossing signs indicate
18 that wheeled all-terrain vehicles or off-road vehicles may be crossing,
19 or on a nonhighway road designated for off-road vehicle use, under the
20 direct supervision of a person eighteen years of age or older
21 possessing a valid license to operate a motor vehicle under chapter
22 46.20 RCW.

23 (3) This section does not apply to vehicles used in the production
24 of agricultural or timber products on and across lands owned, leased,
25 or managed by the owner or operator of a wheeled all-terrain vehicle or
26 the operator's employer.

27 **Sec. 17.** RCW 46.09.470 and 2011 c 171 s 28 and 2011 c 121 s 4 are
28 each reenacted and amended to read as follows:

29 (1) Except as provided in subsection (4) of this section, it is a
30 traffic infraction for any person to operate any nonhighway vehicle:

31 (a) In such a manner as to endanger the property of another;

32 (b) On lands not owned by the operator or owner of the nonhighway
33 vehicle without a lighted headlight and taillight between the hours of
34 dusk and dawn, or when otherwise required for the safety of others
35 regardless of ownership;

1 (c) On lands not owned by the operator or owner of the nonhighway
2 vehicle without an adequate braking device or when otherwise required
3 for the safety of others regardless of ownership;

4 (d) Without a spark arrester approved by the department of natural
5 resources;

6 (e) Without an adequate, and operating, muffling device which
7 effectively limits vehicle noise to no more than eighty-six decibels on
8 the "A" scale at fifty feet as measured by the Society of Automotive
9 Engineers (SAE) test procedure J 331a, except that a maximum noise
10 level of one hundred and five decibels on the "A" scale at a distance
11 of twenty inches from the exhaust outlet shall be an acceptable
12 substitute in lieu of the Society of Automotive Engineers test
13 procedure J 331a when measured:

14 (i) At a forty-five degree angle at a distance of twenty inches
15 from the exhaust outlet;

16 (ii) With the vehicle stationary and the engine running at a steady
17 speed equal to one-half of the manufacturer's maximum allowable ("red
18 line") engine speed or where the manufacturer's maximum allowable
19 engine speed is not known the test speed in revolutions per minute
20 calculated as sixty percent of the speed at which maximum horsepower is
21 developed; and

22 (iii) With the microphone placed ten inches from the side of the
23 vehicle, one-half way between the lowest part of the vehicle body and
24 the ground plane, and in the same lateral plane as the rearmost exhaust
25 outlet where the outlet of the exhaust pipe is under the vehicle;

26 (f) On lands not owned by the operator or owner of the nonhighway
27 vehicle upon the shoulder or inside bank or slope of any nonhighway
28 road or highway, or upon the median of any divided highway;

29 (g) On lands not owned by the operator or owner of the nonhighway
30 vehicle in any area or in such a manner so as to unreasonably expose
31 the underlying soil, or to create an erosion condition, or to injure,
32 damage, or destroy trees, growing crops, or other vegetation;

33 (h) On lands not owned by the operator or owner of the nonhighway
34 vehicle or on any nonhighway road or trail, when these are restricted
35 to pedestrian or animal travel;

36 (i) On any public lands in violation of rules and regulations of
37 the agency administering such lands; and

38 (j) On a private nonhighway road in violation of RCW 46.09.450(3).

1 (2) It is a misdemeanor for any person to operate any nonhighway
2 vehicle while under the influence of intoxicating liquor or a
3 controlled substance.

4 (3)(a) Except for an off-road vehicle equipped with seat belts and
5 roll bars or an enclosed passenger compartment, it is a traffic
6 infraction for any person to operate or ride an off-road vehicle on a
7 nonhighway road without wearing upon his or her head a motorcycle
8 helmet fastened securely while in motion. For purposes of this
9 section, "motorcycle helmet" has the same meaning as provided in RCW
10 46.37.530.

11 (b) Subsection (3)(a) of this section does not apply to an off-road
12 vehicle operator operating on his or her own land.

13 (c) Subsection (3)(a) of this section does not apply to an off-road
14 vehicle (~~operator operating on agricultural lands owned or leased by~~
15 ~~the off-road vehicle operator or the operator's employer~~) used in
16 production of agricultural and timber products on and across lands
17 owned, leased, or managed by the owner or operator of the off-road
18 vehicle or the operator's employer.

19 (4) It is not a traffic infraction to operate an off-road vehicle
20 on a street, road, or highway as authorized under RCW 46.09.360 (~~(e)~~),
21 46.61.705, or section 6 of this act.

22 **Sec. 18.** RCW 46.09.530 and 2010 c 161 s 223 are each amended to
23 read as follows:

24 (1) After deducting administrative expenses and the expense of any
25 programs conducted under this chapter, the board shall, at least once
26 each year, distribute the funds it receives under RCW 46.68.045 and
27 46.09.520 to state agencies, counties, municipalities, federal
28 agencies, nonprofit off-road vehicle organizations, and Indian tribes.
29 Funds distributed under this section to nonprofit off-road vehicle
30 organizations may be spent only on projects or activities that benefit
31 off-road vehicle recreation on publicly owned lands or lands once
32 publicly owned that come into private ownership in a federally approved
33 land exchange completed between January 1, 1998, and January 1, 2005.

34 (2) The board shall adopt rules governing applications for funds
35 administered by the recreation and conservation office under this
36 chapter and shall determine the amount of money distributed to each
37 applicant. Agencies receiving funds under this chapter for capital

1 purposes shall consider the possibility of contracting with the state
 2 parks and recreation commission, the department of natural resources,
 3 or other federal, state, and local agencies to employ the youth
 4 development and conservation corps or other youth crews in completing
 5 the project.

6 (3) The board shall require each applicant for acquisition or
 7 development funds under this section to comply with the requirements of
 8 either the state environmental policy act, chapter 43.21C RCW, or the
 9 national environmental policy act (42 U.S.C. Sec. 4321 et seq.).

10 **Sec. 19.** RCW 46.17.350 and 2010 c 161 s 531 are each amended to
 11 read as follows:

12 (1) Before accepting an application for a vehicle registration, the
 13 department, county auditor or other agent, or subagent appointed by the
 14 director shall require the applicant, unless specifically exempt, to
 15 pay the following vehicle license fee by vehicle type:

16	VEHICLE TYPE	INITIAL FEE	RENEWAL FEE	DISTRIBUTED UNDER
17	(a) Auto stage, six seats or less	\$ 30.00	\$ 30.00	RCW 46.68.030
18	(b) Camper	\$ 4.90	\$ 3.50	RCW 46.68.030
19	(c) Commercial trailer	\$ 34.00	\$ 30.00	RCW 46.68.035
20	(d) For hire vehicle, six seats	\$ 30.00	\$ 30.00	RCW 46.68.030
21	or less			
22	(e) Mobile home (if registered)	\$ 30.00	\$ 30.00	RCW 46.68.030
23	(f) Moped	\$ 30.00	\$ 30.00	RCW 46.68.030
24	(g) Motor home	\$ 30.00	\$ 30.00	RCW 46.68.030
25	(h) Motorcycle	\$ 30.00	\$ 30.00	RCW 46.68.030
26	(i) Off-road vehicle	\$ 18.00	\$ 18.00	RCW 46.68.045
27	(j) Passenger car	\$ 30.00	\$ 30.00	RCW 46.68.030
28	(k) Private use single-axle	\$ 15.00	\$ 15.00	RCW 46.68.035((2))
29	trailer			
30	(l) Snowmobile	\$ 30.00	\$ 30.00	RCW 46.68.350
31	(m) Snowmobile, vintage	\$ 12.00	\$ 12.00	RCW 46.68.350
32	(n) Sport utility vehicle	\$ 30.00	\$ 30.00	RCW 46.68.030
33	(o) Tow truck	\$ 30.00	\$ 30.00	RCW 46.68.030
34	(p) Trailer, over 2000 pounds	\$ 30.00	\$ 30.00	RCW 46.68.030
35	(q) Travel trailer	\$ 30.00	\$ 30.00	RCW 46.68.030

1	<u>(r) Wheeled all-terrain vehicle,</u>	<u>\$12.00</u>	<u>\$12.00</u>	<u>Section 10 of this act</u>
2	<u>on-road use</u>			
3	<u>(s) Wheeled all-terrain vehicle,</u>	<u>\$18.00</u>	<u>\$18.00</u>	<u>RCW 46.09.510</u>
4	<u>off-road use</u>			

5 (2) The vehicle license fee required in subsection (1) of this
6 section is in addition to the filing fee required under RCW 46.17.005,
7 and any other fee or tax required by law.

8 **Sec. 20.** RCW 46.30.020 and 2013 c 157 s 1 are each amended to read
9 as follows:

10 (1)(a) No person may operate a motor vehicle subject to
11 registration under chapter 46.16A RCW in this state unless the person
12 is insured under a motor vehicle liability policy with liability limits
13 of at least the amounts provided in RCW 46.29.090, is self-insured as
14 provided in RCW 46.29.630, is covered by a certificate of deposit in
15 conformance with RCW 46.29.550, or is covered by a liability bond of at
16 least the amounts provided in RCW 46.29.090. Proof of financial
17 responsibility for motor vehicle operation must be provided on the
18 request of a law enforcement officer in the format specified under RCW
19 46.30.030.

20 (b) A person who drives a motor vehicle that is required to be
21 registered in another state that requires drivers and owners of
22 vehicles in that state to maintain insurance or financial
23 responsibility shall, when requested by a law enforcement officer,
24 provide evidence of financial responsibility or insurance as is
25 required by the laws of the state in which the vehicle is registered.

26 (c) When asked to do so by a law enforcement officer, failure to
27 display proof of financial responsibility for motor vehicle operation
28 as specified under RCW 46.30.030 creates a presumption that the person
29 does not have motor vehicle insurance.

30 (d) Failure to provide proof of motor vehicle insurance is a
31 traffic infraction and is subject to penalties as set by the supreme
32 court under RCW 46.63.110 or community restitution.

33 (e) For the purposes of this section, when a person uses a portable
34 electronic device to display proof of financial security to a law
35 enforcement officer, the officer may only view the proof of financial

1 security and is otherwise prohibited from viewing any other content on
2 the portable electronic device.

3 (f) Whenever a person presents a portable electronic device
4 pursuant to this section, that person assumes all liability for any
5 damage to the portable electronic device.

6 (2) If a person cited for a violation of subsection (1) of this
7 section appears in person before the court or a violations bureau and
8 provides written evidence that at the time the person was cited, he or
9 she was in compliance with the financial responsibility requirements of
10 subsection (1) of this section, the citation shall be dismissed and the
11 court or violations bureau may assess court administrative costs of
12 twenty-five dollars at the time of dismissal. In lieu of personal
13 appearance, a person cited for a violation of subsection (1) of this
14 section may, before the date scheduled for the person's appearance
15 before the court or violations bureau, submit by mail to the court or
16 violations bureau written evidence that at the time the person was
17 cited, he or she was in compliance with the financial responsibility
18 requirements of subsection (1) of this section, in which case the
19 citation shall be dismissed without cost, except that the court or
20 violations bureau may assess court administrative costs of twenty-five
21 dollars at the time of dismissal.

22 (3) The provisions of this chapter shall not govern:

23 (a) The operation of a motor vehicle registered under RCW 46.18.220
24 or 46.18.255, governed by RCW 46.16A.170, or registered with the
25 Washington utilities and transportation commission as common or
26 contract carriers; or

27 (b) The operation of a motorcycle as defined in RCW 46.04.330, a
28 motor-driven cycle as defined in RCW 46.04.332, (~~((or))~~) a moped as
29 defined in RCW 46.04.304, or a wheeled all-terrain vehicle as defined
30 in RCW 46.09.310.

31 (4) RCW 46.29.490 shall not be deemed to govern all motor vehicle
32 liability policies required by this chapter but only those certified
33 for the purposes stated in chapter 46.29 RCW.

34 **Sec. 21.** RCW 46.63.020 and 2013 c 135 s 2 are each amended to read
35 as follows:

36 Failure to perform any act required or the performance of any act
37 prohibited by this title or an equivalent administrative regulation or

1 local law, ordinance, regulation, or resolution relating to traffic
2 including parking, standing, stopping, and pedestrian offenses, is
3 designated as a traffic infraction and may not be classified as a
4 criminal offense, except for an offense contained in the following
5 provisions of this title or a violation of an equivalent administrative
6 regulation or local law, ordinance, regulation, or resolution:

7 (1) Section 7(1)(b)(i) of this act relating to a false statement
8 regarding the inspection of and installation of equipment on wheeled
9 all-terrain vehicles;

10 (2) RCW 46.09.470(2) relating to the operation of a nonhighway
11 vehicle while under the influence of intoxicating liquor or a
12 controlled substance;

13 ~~((2))~~ (3) RCW 46.09.480 relating to operation of nonhighway
14 vehicles;

15 ~~((3))~~ (4) RCW 46.10.490(2) relating to the operation of a
16 snowmobile while under the influence of intoxicating liquor or
17 narcotics or habit-forming drugs or in a manner endangering the person
18 of another;

19 ~~((4))~~ (5) RCW 46.10.495 relating to the operation of snowmobiles;

20 ~~((5))~~ (6) Chapter 46.12 RCW relating to certificates of title,
21 registration certificates, and markings indicating that a vehicle has
22 been destroyed or declared a total loss;

23 ~~((6))~~ (7) RCW 46.16A.030 and 46.16A.050(3) relating to the
24 nonpayment of taxes and fees by failure to register a vehicle and
25 falsifying residency when registering a motor vehicle;

26 ~~((7))~~ (8) RCW 46.16A.520 relating to permitting unauthorized
27 persons to drive;

28 ~~((8))~~ (9) RCW 46.16A.320 relating to vehicle trip permits;

29 ~~((9))~~ (10) RCW 46.19.050 relating to knowingly providing false
30 information in conjunction with an application for a special placard or
31 license plate for disabled persons' parking;

32 ~~((10))~~ (11) RCW 46.20.005 relating to driving without a valid
33 driver's license;

34 ~~((11))~~ (12) RCW 46.20.091 relating to false statements regarding
35 a driver's license or instruction permit;

36 ~~((12))~~ (13) RCW 46.20.0921 relating to the unlawful possession
37 and use of a driver's license;

1 (~~(+13)~~) (14) RCW 46.20.342 relating to driving with a suspended or
2 revoked license or status;
3 (~~(+14)~~) (15) RCW 46.20.345 relating to the operation of a motor
4 vehicle with a suspended or revoked license;
5 (~~(+15)~~) (16) RCW 46.20.410 relating to the violation of
6 restrictions of an occupational driver's license, temporary restricted
7 driver's license, or ignition interlock driver's license;
8 (~~(+16)~~) (17) RCW 46.20.740 relating to operation of a motor
9 vehicle without an ignition interlock device in violation of a license
10 notation that the device is required;
11 (~~(+17)~~) (18) RCW 46.20.750 relating to circumventing an ignition
12 interlock device;
13 (~~(+18)~~) (19) RCW 46.25.170 relating to commercial driver's
14 licenses;
15 (~~(+19)~~) (20) Chapter 46.29 RCW relating to financial
16 responsibility;
17 (~~(+20)~~) (21) RCW 46.30.040 relating to providing false evidence of
18 financial responsibility;
19 (~~(+21)~~) (22) RCW 46.35.030 relating to recording device
20 information;
21 (~~(+22)~~) (23) RCW 46.37.435 relating to wrongful installation of
22 sunscreening material;
23 (~~(+23)~~) (24) RCW 46.37.650 relating to the sale, resale,
24 distribution, or installation of a previously deployed air bag;
25 (~~(+24)~~) (25) RCW 46.37.671 through 46.37.675 relating to signal
26 preemption devices;
27 (~~(+25)~~) (26) RCW 46.37. . . (section 1, chapter 135, Laws of 2013)
28 relating to switching or flipping license plates, utilizing technology
29 to flip or change the appearance of a license plate, selling a license
30 plate flipping device or technology used to change the appearance of a
31 license plate, or falsifying a vehicle registration;
32 (~~(+26)~~) (27) RCW 46.44.180 relating to operation of mobile home
33 pilot vehicles;
34 (~~(+27)~~) (28) RCW 46.48.175 relating to the transportation of
35 dangerous articles;
36 (~~(+28)~~) (29) RCW 46.52.010 relating to duty on striking an
37 unattended car or other property;

1 (~~(+29)~~) (30) RCW 46.52.020 relating to duty in case of injury to
2 or death of a person or damage to an attended vehicle;
3 (~~(+30)~~) (31) RCW 46.52.090 relating to reports by repairers,
4 storage persons, and appraisers;
5 (~~(+31)~~) (32) RCW 46.52.130 relating to confidentiality of the
6 driving record to be furnished to an insurance company, an employer,
7 and an alcohol/drug assessment or treatment agency;
8 (~~(+32)~~) (33) RCW 46.55.020 relating to engaging in the activities
9 of a registered tow truck operator without a registration certificate;
10 (~~(+33)~~) (34) RCW 46.55.035 relating to prohibited practices by tow
11 truck operators;
12 (~~(+34)~~) (35) RCW 46.55.300 relating to vehicle immobilization;
13 (~~(+35)~~) (36) RCW 46.61.015 relating to obedience to police
14 officers, flaggers, or firefighters;
15 (~~(+36)~~) (37) RCW 46.61.020 relating to refusal to give information
16 to or cooperate with an officer;
17 (~~(+37)~~) (38) RCW 46.61.022 relating to failure to stop and give
18 identification to an officer;
19 (~~(+38)~~) (39) RCW 46.61.024 relating to attempting to elude
20 pursuing police vehicles;
21 (~~(+39)~~) (40) RCW 46.61.212(4) relating to reckless endangerment of
22 emergency zone workers;
23 (~~(+40)~~) (41) RCW 46.61.500 relating to reckless driving;
24 (~~(+41)~~) (42) RCW 46.61.502 and 46.61.504 relating to persons under
25 the influence of intoxicating liquor or drugs;
26 (~~(+42)~~) (43) RCW 46.61.503 relating to a person under age twenty-
27 one driving a motor vehicle after consuming alcohol;
28 (~~(+43)~~) (44) RCW 46.61.520 relating to vehicular homicide by motor
29 vehicle;
30 (~~(+44)~~) (45) RCW 46.61.522 relating to vehicular assault;
31 (~~(+45)~~) (46) RCW 46.61.5249 relating to first degree negligent
32 driving;
33 (~~(+46)~~) (47) RCW 46.61.527(4) relating to reckless endangerment of
34 roadway workers;
35 (~~(+47)~~) (48) RCW 46.61.530 relating to racing of vehicles on
36 highways;
37 (~~(+48)~~) (49) RCW 46.61.655(7) (a) and (b) relating to failure to
38 secure a load;

1 (~~(49)~~) (50) RCW 46.61.685 relating to leaving children in an
2 unattended vehicle with the motor running;
3 (~~(50)~~) (51) RCW 46.61.740 relating to theft of motor vehicle
4 fuel;
5 (~~(51)~~) (52) RCW 46.64.010 relating to unlawful cancellation of or
6 attempt to cancel a traffic citation;
7 (~~(52)~~) (53) RCW 46.64.048 relating to attempting, aiding,
8 abetting, coercing, and committing crimes;
9 (~~(53)~~) (54) Chapter 46.65 RCW relating to habitual traffic
10 offenders;
11 (~~(54)~~) (55) RCW 46.68.010 relating to false statements made to
12 obtain a refund;
13 (~~(55)~~) (56) Chapter 46.70 RCW relating to unfair motor vehicle
14 business practices, except where that chapter provides for the
15 assessment of monetary penalties of a civil nature;
16 (~~(56)~~) (57) Chapter 46.72 RCW relating to the transportation of
17 passengers in for hire vehicles;
18 (~~(57)~~) (58) RCW 46.72A.060 relating to limousine carrier
19 insurance;
20 (~~(58)~~) (59) RCW 46.72A.070 relating to operation of a limousine
21 without a vehicle certificate;
22 (~~(59)~~) (60) RCW 46.72A.080 relating to false advertising by a
23 limousine carrier;
24 (~~(60)~~) (61) Chapter 46.80 RCW relating to motor vehicle wreckers;
25 (~~(61)~~) (62) Chapter 46.82 RCW relating to driver's training
26 schools;
27 (~~(62)~~) (63) RCW 46.87.260 relating to alteration or forgery of a
28 cab card, letter of authority, or other temporary authority issued
29 under chapter 46.87 RCW;
30 (~~(63)~~) (64) RCW 46.87.290 relating to operation of an
31 unregistered or unlicensed vehicle under chapter 46.87 RCW.

32 **Sec. 22.** RCW 79A.80.010 and 2012 c 261 s 1 are each amended to
33 read as follows:

34 The definitions in this section apply throughout this chapter
35 unless the context clearly requires otherwise.

36 (1) "Agency" or "agencies" means the department of fish and

1 wildlife, the department of natural resources, and the parks and
2 recreation commission.

3 (2) "Annual natural investment permit" means the annual permit
4 issued by the parks and recreation commission for the purpose of
5 launching boats from the designated state parks boat launch sites.

6 (3) "Camper registration" means proof of payment of a camping fee
7 on recreational lands managed by the parks and recreation commission.

8 (4) "Day-use permit" means the permit created in RCW 79A.80.030.

9 (5) "Discover pass" means the annual pass created in RCW
10 79A.80.020.

11 (6) "Motor vehicle" has the same meaning as defined in RCW
12 46.04.320 and which are required to be registered under chapter 46.16A
13 RCW. "Motor vehicle" does not include those motor vehicles exempt from
14 registration under RCW 46.16A.080, wheeled all-terrain vehicles
15 registered for use under section 4 of this act, and state and publicly
16 owned motor vehicles as provided in RCW 46.16A.170.

17 (7) "Recreation site or lands" means a state park, state lands and
18 state forest lands as those terms are defined in RCW 79.02.010, natural
19 resources conservation areas as that term is defined in RCW 79.71.030,
20 natural area preserves as that term is defined in RCW 79.70.020, and
21 fish and wildlife conservation sites including water access areas, boat
22 ramps, wildlife areas, parking areas, roads, and trailheads.

23 (8) "Sno-park seasonal permit" means the seasonal permit issued by
24 the parks and recreation commission for providing access to winter
25 recreational facilities for the period of November 1st through March
26 31st.

27 (9) "Vehicle access pass" means the pass created in RCW 79A.80.040.

28 **Sec. 23.** RCW 46.63.030 and 2011 c 375 s 5 are each amended to read
29 as follows:

30 (1) A law enforcement officer has the authority to issue a notice
31 of traffic infraction:

32 (a) When the infraction is committed in the officer's presence,
33 except as provided in section 9 of this act;

34 (b) When the officer is acting upon the request of a law
35 enforcement officer in whose presence the traffic infraction was
36 committed;

1 (c) If an officer investigating at the scene of a motor vehicle
2 accident has reasonable cause to believe that the driver of a motor
3 vehicle involved in the accident has committed a traffic infraction;

4 (d) When the infraction is detected through the use of an automated
5 traffic safety camera under RCW 46.63.170; or

6 (e) When the infraction is detected through the use of an automated
7 school bus safety camera under RCW 46.63.180.

8 (2) A court may issue a notice of traffic infraction upon receipt
9 of a written statement of the officer that there is reasonable cause to
10 believe that an infraction was committed.

11 (3) If any motor vehicle without a driver is found parked,
12 standing, or stopped in violation of this title or an equivalent
13 administrative regulation or local law, ordinance, regulation, or
14 resolution, the officer finding the vehicle shall take its registration
15 number and may take any other information displayed on the vehicle
16 which may identify its user, and shall conspicuously affix to the
17 vehicle a notice of traffic infraction.

18 (4) In the case of failure to redeem an abandoned vehicle under RCW
19 46.55.120, upon receiving a complaint by a registered tow truck
20 operator that has incurred costs in removing, storing, and disposing of
21 an abandoned vehicle, an officer of the law enforcement agency
22 responsible for directing the removal of the vehicle shall send a
23 notice of infraction by certified mail to the last known address of the
24 person responsible under RCW 46.55.105. The notice must be entitled
25 "Littering--Abandoned Vehicle" and give notice of the monetary penalty.
26 The officer shall append to the notice of infraction, on a form
27 prescribed by the department of licensing, a notice indicating the
28 amount of costs incurred as a result of removing, storing, and
29 disposing of the abandoned vehicle, less any amount realized at
30 auction, and a statement that monetary penalties for the infraction
31 will not be considered as having been paid until the monetary penalty
32 payable under this chapter has been paid and the court is satisfied
33 that the person has made restitution in the amount of the deficiency
34 remaining after disposal of the vehicle.

35 **Sec. 24.** RCW 43.84.092 and 2013 2nd sp.s. c 1 s 15 are each
36 amended to read as follows:

1 (1) All earnings of investments of surplus balances in the state
2 treasury shall be deposited to the treasury income account, which
3 account is hereby established in the state treasury.

4 (2) The treasury income account shall be utilized to pay or receive
5 funds associated with federal programs as required by the federal cash
6 management improvement act of 1990. The treasury income account is
7 subject in all respects to chapter 43.88 RCW, but no appropriation is
8 required for refunds or allocations of interest earnings required by
9 the cash management improvement act. Refunds of interest to the
10 federal treasury required under the cash management improvement act
11 fall under RCW 43.88.180 and shall not require appropriation. The
12 office of financial management shall determine the amounts due to or
13 from the federal government pursuant to the cash management improvement
14 act. The office of financial management may direct transfers of funds
15 between accounts as deemed necessary to implement the provisions of the
16 cash management improvement act, and this subsection. Refunds or
17 allocations shall occur prior to the distributions of earnings set
18 forth in subsection (4) of this section.

19 (3) Except for the provisions of RCW 43.84.160, the treasury income
20 account may be utilized for the payment of purchased banking services
21 on behalf of treasury funds including, but not limited to, depository,
22 safekeeping, and disbursement functions for the state treasury and
23 affected state agencies. The treasury income account is subject in all
24 respects to chapter 43.88 RCW, but no appropriation is required for
25 payments to financial institutions. Payments shall occur prior to
26 distribution of earnings set forth in subsection (4) of this section.

27 (4) Monthly, the state treasurer shall distribute the earnings
28 credited to the treasury income account. The state treasurer shall
29 credit the general fund with all the earnings credited to the treasury
30 income account except:

31 (a) The following accounts and funds shall receive their
32 proportionate share of earnings based upon each account's and fund's
33 average daily balance for the period: The aeronautics account, the
34 aircraft search and rescue account, the Alaskan Way viaduct replacement
35 project account, the brownfield redevelopment trust fund account, the
36 budget stabilization account, the capital vessel replacement account,
37 the capitol building construction account, the Cedar River channel
38 construction and operation account, the Central Washington University

1 capital projects account, the charitable, educational, penal and
2 reformatory institutions account, the cleanup settlement account, the
3 Columbia river basin water supply development account, the Columbia
4 river basin taxable bond water supply development account, the Columbia
5 river basin water supply revenue recovery account, the common school
6 construction fund, the county arterial preservation account, the county
7 criminal justice assistance account, the deferred compensation
8 administrative account, the deferred compensation principal account,
9 the department of licensing services account, the department of
10 retirement systems expense account, the developmental disabilities
11 community trust account, the drinking water assistance account, the
12 drinking water assistance administrative account, the drinking water
13 assistance repayment account, the Eastern Washington University capital
14 projects account, the Interstate 405 express toll lanes operations
15 account, the education construction fund, the education legacy trust
16 account, the election account, the energy freedom account, the energy
17 recovery act account, the essential rail assistance account, The
18 Evergreen State College capital projects account, the federal forest
19 revolving account, the ferry bond retirement fund, the freight mobility
20 investment account, the freight mobility multimodal account, the grade
21 crossing protective fund, the public health services account, the high
22 capacity transportation account, the state higher education
23 construction account, the higher education construction account, the
24 highway bond retirement fund, the highway infrastructure account, the
25 highway safety fund, the high occupancy toll lanes operations account,
26 the hospital safety net assessment fund, the industrial insurance
27 premium refund account, the judges' retirement account, the judicial
28 retirement administrative account, the judicial retirement principal
29 account, the local leasehold excise tax account, the local real estate
30 excise tax account, the local sales and use tax account, the marine
31 resources stewardship trust account, the medical aid account, the
32 mobile home park relocation fund, the motor vehicle fund, the
33 motorcycle safety education account, the multimodal transportation
34 account, the multiuse roadway safety account, the municipal criminal
35 justice assistance account, the natural resources deposit account, the
36 oyster reserve land account, the pension funding stabilization account,
37 the perpetual surveillance and maintenance account, the public
38 employees' retirement system plan 1 account, the public employees'

1 retirement system combined plan 2 and plan 3 account, the public
2 facilities construction loan revolving account beginning July 1, 2004,
3 the public health supplemental account, the public works assistance
4 account, the Puget Sound capital construction account, the Puget Sound
5 ferry operations account, the real estate appraiser commission account,
6 the recreational vehicle account, the regional mobility grant program
7 account, the resource management cost account, the rural arterial trust
8 account, the rural mobility grant program account, the rural Washington
9 loan fund, the site closure account, the skilled nursing facility
10 safety net trust fund, the small city pavement and sidewalk account,
11 the special category C account, the special wildlife account, the state
12 employees' insurance account, the state employees' insurance reserve
13 account, the state investment board expense account, the state
14 investment board commingled trust fund accounts, the state patrol
15 highway account, the state route number 520 civil penalties account,
16 the state route number 520 corridor account, the state wildlife
17 account, the supplemental pension account, the Tacoma Narrows toll
18 bridge account, the teachers' retirement system plan 1 account, the
19 teachers' retirement system combined plan 2 and plan 3 account, the
20 tobacco prevention and control account, the tobacco settlement account,
21 the toll facility bond retirement account, the transportation 2003
22 account (nickel account), the transportation equipment fund, the
23 transportation fund, the transportation improvement account, the
24 transportation improvement board bond retirement account, the
25 transportation infrastructure account, the transportation partnership
26 account, the traumatic brain injury account, the tuition recovery trust
27 fund, the University of Washington bond retirement fund, the University
28 of Washington building account, the volunteer firefighters' and reserve
29 officers' relief and pension principal fund, the volunteer
30 firefighters' and reserve officers' administrative fund, the Washington
31 judicial retirement system account, the Washington law enforcement
32 officers' and firefighters' system plan 1 retirement account, the
33 Washington law enforcement officers' and firefighters' system plan 2
34 retirement account, the Washington public safety employees' plan 2
35 retirement account, the Washington school employees' retirement system
36 combined plan 2 and 3 account, the Washington state economic
37 development commission account, the Washington state health insurance
38 pool account, the Washington state patrol retirement account, the

1 Washington State University building account, the Washington State
2 University bond retirement fund, the water pollution control revolving
3 administration account, the water pollution control revolving fund, and
4 the Western Washington University capital projects account. Earnings
5 derived from investing balances of the agricultural permanent fund, the
6 normal school permanent fund, the permanent common school fund, the
7 scientific permanent fund, the state university permanent fund, and the
8 state reclamation revolving account shall be allocated to their
9 respective beneficiary accounts.

10 (b) Any state agency that has independent authority over accounts
11 or funds not statutorily required to be held in the state treasury that
12 deposits funds into a fund or account in the state treasury pursuant to
13 an agreement with the office of the state treasurer shall receive its
14 proportionate share of earnings based upon each account's or fund's
15 average daily balance for the period.

16 (5) In conformance with Article II, section 37 of the state
17 Constitution, no treasury accounts or funds shall be allocated earnings
18 without the specific affirmative directive of this section.

19 **Sec. 25.** RCW 43.84.092 and 2013 2nd sp.s. c 1 s 16 are each
20 amended to read as follows:

21 (1) All earnings of investments of surplus balances in the state
22 treasury shall be deposited to the treasury income account, which
23 account is hereby established in the state treasury.

24 (2) The treasury income account shall be utilized to pay or receive
25 funds associated with federal programs as required by the federal cash
26 management improvement act of 1990. The treasury income account is
27 subject in all respects to chapter 43.88 RCW, but no appropriation is
28 required for refunds or allocations of interest earnings required by
29 the cash management improvement act. Refunds of interest to the
30 federal treasury required under the cash management improvement act
31 fall under RCW 43.88.180 and shall not require appropriation. The
32 office of financial management shall determine the amounts due to or
33 from the federal government pursuant to the cash management improvement
34 act. The office of financial management may direct transfers of funds
35 between accounts as deemed necessary to implement the provisions of the
36 cash management improvement act, and this subsection. Refunds or

1 allocations shall occur prior to the distributions of earnings set
2 forth in subsection (4) of this section.

3 (3) Except for the provisions of RCW 43.84.160, the treasury income
4 account may be utilized for the payment of purchased banking services
5 on behalf of treasury funds including, but not limited to, depository,
6 safekeeping, and disbursement functions for the state treasury and
7 affected state agencies. The treasury income account is subject in all
8 respects to chapter 43.88 RCW, but no appropriation is required for
9 payments to financial institutions. Payments shall occur prior to
10 distribution of earnings set forth in subsection (4) of this section.

11 (4) Monthly, the state treasurer shall distribute the earnings
12 credited to the treasury income account. The state treasurer shall
13 credit the general fund with all the earnings credited to the treasury
14 income account except:

15 (a) The following accounts and funds shall receive their
16 proportionate share of earnings based upon each account's and fund's
17 average daily balance for the period: The aeronautics account, the
18 aircraft search and rescue account, the Alaskan Way viaduct replacement
19 project account, the brownfield redevelopment trust fund account, the
20 budget stabilization account, the capital vessel replacement account,
21 the capitol building construction account, the Cedar River channel
22 construction and operation account, the Central Washington University
23 capital projects account, the charitable, educational, penal and
24 reformatory institutions account, the cleanup settlement account, the
25 Columbia river basin water supply development account, the Columbia
26 river basin taxable bond water supply development account, the Columbia
27 river basin water supply revenue recovery account, the Columbia river
28 crossing project account, the common school construction fund, the
29 county arterial preservation account, the county criminal justice
30 assistance account, the deferred compensation administrative account,
31 the deferred compensation principal account, the department of
32 licensing services account, the department of retirement systems
33 expense account, the developmental disabilities community trust
34 account, the drinking water assistance account, the drinking water
35 assistance administrative account, the drinking water assistance
36 repayment account, the Eastern Washington University capital projects
37 account, the Interstate 405 express toll lanes operations account, the
38 education construction fund, the education legacy trust account, the

1 election account, the energy freedom account, the energy recovery act
2 account, the essential rail assistance account, The Evergreen State
3 College capital projects account, the federal forest revolving account,
4 the ferry bond retirement fund, the freight mobility investment
5 account, the freight mobility multimodal account, the grade crossing
6 protective fund, the public health services account, the high capacity
7 transportation account, the state higher education construction
8 account, the higher education construction account, the highway bond
9 retirement fund, the highway infrastructure account, the highway safety
10 fund, the high occupancy toll lanes operations account, the hospital
11 safety net assessment fund, the industrial insurance premium refund
12 account, the judges' retirement account, the judicial retirement
13 administrative account, the judicial retirement principal account, the
14 local leasehold excise tax account, the local real estate excise tax
15 account, the local sales and use tax account, the marine resources
16 stewardship trust account, the medical aid account, the mobile home
17 park relocation fund, the motor vehicle fund, the motorcycle safety
18 education account, the multimodal transportation account, the multiuse
19 roadway safety account, the municipal criminal justice assistance
20 account, the natural resources deposit account, the oyster reserve land
21 account, the pension funding stabilization account, the perpetual
22 surveillance and maintenance account, the public employees' retirement
23 system plan 1 account, the public employees' retirement system combined
24 plan 2 and plan 3 account, the public facilities construction loan
25 revolving account beginning July 1, 2004, the public health
26 supplemental account, the public works assistance account, the Puget
27 Sound capital construction account, the Puget Sound ferry operations
28 account, the real estate appraiser commission account, the recreational
29 vehicle account, the regional mobility grant program account, the
30 resource management cost account, the rural arterial trust account, the
31 rural mobility grant program account, the rural Washington loan fund,
32 the site closure account, the skilled nursing facility safety net trust
33 fund, the small city pavement and sidewalk account, the special
34 category C account, the special wildlife account, the state employees'
35 insurance account, the state employees' insurance reserve account, the
36 state investment board expense account, the state investment board
37 commingled trust fund accounts, the state patrol highway account, the
38 state route number 520 civil penalties account, the state route number

1 520 corridor account, the state wildlife account, the supplemental
2 pension account, the Tacoma Narrows toll bridge account, the teachers'
3 retirement system plan 1 account, the teachers' retirement system
4 combined plan 2 and plan 3 account, the tobacco prevention and control
5 account, the tobacco settlement account, the toll facility bond
6 retirement account, the transportation 2003 account (nickel account),
7 the transportation equipment fund, the transportation fund, the
8 transportation improvement account, the transportation improvement
9 board bond retirement account, the transportation infrastructure
10 account, the transportation partnership account, the traumatic brain
11 injury account, the tuition recovery trust fund, the University of
12 Washington bond retirement fund, the University of Washington building
13 account, the volunteer firefighters' and reserve officers' relief and
14 pension principal fund, the volunteer firefighters' and reserve
15 officers' administrative fund, the Washington judicial retirement
16 system account, the Washington law enforcement officers' and
17 firefighters' system plan 1 retirement account, the Washington law
18 enforcement officers' and firefighters' system plan 2 retirement
19 account, the Washington public safety employees' plan 2 retirement
20 account, the Washington school employees' retirement system combined
21 plan 2 and 3 account, the Washington state economic development
22 commission account, the Washington state health insurance pool account,
23 the Washington state patrol retirement account, the Washington State
24 University building account, the Washington State University bond
25 retirement fund, the water pollution control revolving administration
26 account, the water pollution control revolving fund, and the Western
27 Washington University capital projects account. Earnings derived from
28 investing balances of the agricultural permanent fund, the normal
29 school permanent fund, the permanent common school fund, the scientific
30 permanent fund, the state university permanent fund, and the state
31 reclamation revolving account shall be allocated to their respective
32 beneficiary accounts.

33 (b) Any state agency that has independent authority over accounts
34 or funds not statutorily required to be held in the state treasury that
35 deposits funds into a fund or account in the state treasury pursuant to
36 an agreement with the office of the state treasurer shall receive its
37 proportionate share of earnings based upon each account's or fund's
38 average daily balance for the period.

1 (5) In conformance with Article II, section 37 of the state
2 Constitution, no treasury accounts or funds shall be allocated earnings
3 without the specific affirmative directive of this section.

4 NEW SECTION. **Sec. 26.** Except for sections 3 and 25 of this act,
5 this act is necessary for the immediate preservation of the public
6 peace, health, or safety, or support of the state government and its
7 existing public institutions, and takes effect July 28, 2013.

8 NEW SECTION. **Sec. 27.** Section 2 of this act expires July 1, 2015.

9 NEW SECTION. **Sec. 28.** Section 3 of this act takes effect July 1,
10 2015.

11 NEW SECTION. **Sec. 29.** Section 24 of this act expires if the
12 requirements set out in section 7, chapter 36, Laws of 2012 are met.

13 NEW SECTION. **Sec. 30.** Section 25 of this act takes effect if the
14 requirements set out in section 7, chapter 36, Laws of 2012 are met.

Passed by the House June 28, 2013.

Passed by the Senate June 29, 2013.

Approved by the Governor July 3, 2013.

Filed in Office of Secretary of State July 3, 2013.

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to adopt the resolution establishing building permit fees per 15.84.040 of the Uniform Development Ordinance #627.**

**CITY OF ILWACO
RESOLUTION NO. 2014-XX**

A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON, ESTABLISHING BUILDING PERMIT FEES PER 15.84.040 OF UNIFORM DEVELOPMENT ORDINANCE #627

WHEREAS, it is the desire of the City Council to establish the manner building permit fees are assessed.

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

Section 1. Building Valuation. Upon receipt of a building permit application, the building inspector shall determine and assess the building valuation based on the current International Code Council (ICC) building valuation data square foot construction cost table multiplied by 75%.

Section 2. Building Permit fee. The cost of checking the plans for new construction, remodels that include changes to the outside of the structure, or remodels that include tearing down and re-building within the prior building line shall be assessed by a building permit fee per the table below based on the building valuation. The fees for a remodel that is only on the interior of the structure shall be discounted by 50%.

Total Valuation (plus 65% of Value for Plan Check Fees)

\$1.00 to \$500.00 - \$23.50	\$23.50
\$501.00 to \$2,000.00 - \$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.	\$23.50+\$3.05 per increment
\$2,001.00 to \$25,000.00 - \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	\$69.25+\$14.00 per increment
\$25,001.00 to \$50,000.00 - \$401.35 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.	\$401.35+\$10.10 per increment
\$50,001.00 to \$100,000.00 - \$650.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.	\$650.75+\$7.00 per increment
\$100,001.00 to \$500,000.00 - \$993.35 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00.	\$993.3 +\$5.60 per increment
\$500,001.00 to \$1,000,000.00 - \$3,233.72 for the first \$500,000.00 plus \$4.74 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3,233.72+\$4.74 per increment
\$1,000,001.00 and Up - \$5,608.72 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof.	\$5,608.72+\$3.65 per increment

*The values were taken from the 1997 Uniform Building Code Table 1-A.

Additionally, the applicant shall be financially responsible for any and all engineering services and other professional consulting/legal services deemed necessary by the city for completing the permit and planning review. These additional fees, if any, shall be paid in full prior to the issuance of final decisions on any application requiring administrative action.

Section 3. Severability. If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 4. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS _____ DAY OF FEBRUARY, 2014.

Mike Cassinelli, Mayor

ATTEST:

Ariel Smith, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE:

Building Valuation Data – February 2014

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2014. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2012 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and

does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$158.70/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$158.70/sq. ft x 0.0075
= \$19,044

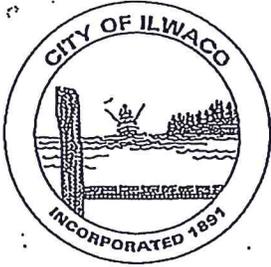
Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c, d}

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	224.49	217.12	211.82	202.96	190.83	185.33	196.14	174.43	167.83
A-1 Assembly, theaters, without stage	205.71	198.34	193.04	184.18	172.15	166.65	177.36	155.75	149.15
A-2 Assembly, nightclubs	177.15	172.12	167.31	160.58	150.83	146.74	154.65	136.68	132.81
A-2 Assembly, restaurants, bars, banquet halls	176.15	171.12	165.31	159.58	148.83	145.74	153.65	134.68	131.81
A-3 Assembly, churches	207.73	200.36	195.06	186.20	174.41	168.91	179.38	158.02	151.41
A-3 Assembly, general, community halls, libraries, museums	173.36	165.99	159.69	151.83	138.90	134.40	145.01	122.50	116.89
A-4 Assembly, arenas	204.71	197.34	191.04	183.18	170.15	165.65	176.36	153.75	148.15
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32
E Educational	192.11	185.49	180.05	171.90	160.09	151.62	165.97	139.90	135.35
F-1 Factory and industrial, moderate hazard	108.42	103.32	97.18	93.38	83.24	79.62	89.22	68.69	64.39
F-2 Factory and industrial, low hazard	107.42	102.32	97.18	92.38	83.24	78.62	88.22	68.69	63.39
H-1 High Hazard, explosives	101.53	96.44	91.29	86.49	77.57	72.95	82.34	63.02	N.P.
H234 High Hazard	101.53	96.44	91.29	86.49	77.57	72.95	82.34	63.02	57.71
H-5 HPM	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32
I-1 Institutional, supervised environment	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
I-2 Institutional, hospitals	302.44	295.85	290.11	281.84	266.80	N.P.	275.58	249.09	N.P.
I-2 Institutional, nursing homes	209.38	202.79	197.05	188.78	175.72	N.P.	182.52	158.01	N.P.
I-3 Institutional, restrained	204.27	197.68	191.94	183.67	171.10	164.68	177.41	153.40	145.80
I-4 Institutional, day care facilities	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
M Mercantile	132.04	127.01	121.20	115.47	105.47	102.39	109.54	91.33	88.45
R-1 Residential, hotels	179.14	172.89	167.90	160.83	147.95	144.10	160.52	132.93	128.36
R-2 Residential, multiple family	150.25	143.99	139.01	131.94	119.77	115.91	131.62	104.74	100.18
R-3 Residential, one- and two-family	141.80	137.90	134.46	131.00	125.88	122.71	128.29	117.71	110.29
R-4 Residential, care/assisted living facilities	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
S-1 Storage, moderate hazard	100.53	95.44	89.29	85.49	75.57	71.95	81.34	61.02	56.71
S-2 Storage, low hazard	99.53	94.44	89.29	84.49	75.57	70.95	80.34	61.02	55.71
U Utility, miscellaneous	75.59	71.22	66.78	63.37	56.99	53.22	60.41	44.60	42.48

- Private Garages use Utility, miscellaneous
- Unfinished basements (all use group) = \$15.00 per sq. ft.
- For shell only buildings deduct 20 percent
- N.P. = not permitted



CITY OF ILWACO

301 Spruce Street • P.O. Box 548
Ilwaco, WA 98624

Phone: 360-642-3145

Fax: 360-642-3155

BUILDING INSPECTION SERVICE CONTRACT

THIS AGREEMENT, effective the 1st day of July, 1998, by and between the CITY OF LONG BEACH and the CITY OF ILWACO.

WITNESSETH

That in consideration of the terms and the conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The City of Long Beach hereby agrees to perform inspection and plan review for the City of Ilwaco in accordance with portions of the State Building Code as defined by Chapters 19.27.031 (1), (2), (4), and (5) and 19.27A.010 (1), (2), (4), (5), and (6), RCW, and as amended and updated by the State Building Code Council pursuant to Chapter 19.27.074, RCW.
- II. Building inspection services shall commence July 1, 1998 and shall continue until termination on behalf of either the City of Long Beach or the City of Ilwaco. Either party may abrogate the services provided by this contract following a thirty (30) day written notice to the other party.
- III. Subject to the City of Long Beach fiscal limitations, the City of Long Beach agrees to employ personnel in the Department of Public Works and to provide the materials and to cause to be done the above described work and to provide technical assistance to the City of Ilwaco required to assure compliance with the code enumerated in Section I.
- IV. For services provided, the City of Ilwaco hereby agrees to reimburse the City of Long Beach for fees collected in accordance with the permit fee and plan review fee schedules established in the applicable codes for the inspection and plan review services provided. This reimbursement shall be fifty percent (50%) of the total fees collected by the City of Ilwaco.
- V. It is agreed by the City of Long Beach and the City of Ilwaco that no inspection services are implied in this contract nor will inspection services be provided for enforcement and/or compliance with the following codes:
 1. Chapters 19.27.031 (3) and 19.27.010 93), RCW, and as amended and updated by the State Building Code Council pursuant to Chapter 19.27.074, RCW.
 2. Uniform Code for the Abatement of Dangerous Buildings published by the International Conference of Building Officials.

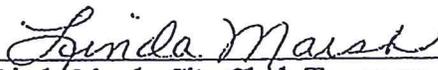
VI. It is further agreed that in providing building inspection and plan review services stipulated herein, the building official and the building inspector(s) are acting as agents of the City of Ilwaco and shall abide by all ordinances and regulations as provided by the City of Ilwaco. In accepting this agreement, the City of Ilwaco agrees to protect and save harmless the City of Long Beach, the building official and the building inspector(s) from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such works, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any such suit or action is brought against said City of Long Beach, building official or buildings inspector(s) for damages arising out of or by reason of any of the above causes, the City of Ilwaco will, upon notice or commencement of such action, defend the same at its cost and expense and will fully satisfy any judgement after the said suit or action shall have finally been determined if adverse to the City of Long Beach, the building official and/or the building inspector(s).

CITY OF: ILWACO



Michael J. Meno, Mayor

ATTEST:



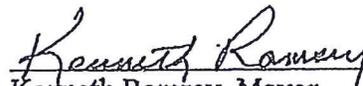
Linda Marsh, City Clerk-Treasurer

DATE: May 12, 1998

APPROVED AS TO FORM:

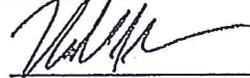
James Finlay, City Attorney

CITY OF: LONG BEACH



Kenneth Ramsey, Mayor

ATTEST:



Nabil Shawa, City Administrator

DATE: 6/1/98

DATE: _____

ORDINANCE #693

AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON ESTABLISHING NEW PLANNING AND DEVELOPMENT FEES AND REPEALING RESOLUTION 99-01.

WHEREAS, planning and development requests require staff time to review requests, determine appropriate procedures, prepare reports, findings of facts, and other administrative records; and

WHEREAS, State law allows municipalities to charge full cost of processing land use applications;

NOW THEREFORE, be it ordained by the City Council of the City of Ilwaco, Washington as follows;

Section 1. Fees Established.

The following fees shall apply to the respective permits. Additionally the applicant shall be financially responsible for any and all engineering services and other professional consulting/legal services deemed necessary by the City for complete permit and planning review. These additional fees, if any, shall be paid in full prior to final signing of any permits, final plats, Mylar, etc.

Variance	375 – Residential/750 – Commercial
Conditional Use	500
Rezone	750
Comprehensive Plan Amendment	500
Boundary Line Adjustment	250
Development Regulations Amendment	500
Long Plat Preliminary	2000 + 250 p/lot
Long Plat Final Approval	1,000
Short Plat	1000 + 250 p/lot
Site Plan Review – Commercial	250
Site Plan Review – Residential	200
Shoreline Permit	750-Residential/1,000-Commercial
Shoreline Conditional Use	750
Shoreline Exemption	250
Vacation of Public Right of Way	500
SEPA Checklist	300
SEPA Documents Review	500
Annexation	1000
Flood Plain Permit	200
Administrative Appeal	300

Section 2. Repeal of Conflicting Ordinances.

All previous ordinance and resolutions are hereby repealed insofar as they may be in conflict with this ordinance.

Section 3. Severability.

The provisions of this ordinance are hereby declared to be severable. If any portion of this ordinance is abjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4. Effective Date.

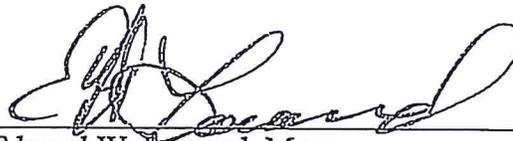
This ordinance shall be in full force and effect five days from and after its passage, approval, and publication in the manner required by law.

Passed by the City Council of the City of Ilwaco this 13 day of December, 2004.

Ayes 5

Nays 0

Absent 0



Edward W. Leonard, Mayor



Debra E. Gore, Clerk-Treasurer

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

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 3/10/14 Council Business Item:
- B. Issue/Topic: **Contract with Washington State Department of Transportation for inspection of Elizabeth project**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. Since the project will cross a state highway, WSDOT must independently inspect the work. WSDOT has sent an agreement requesting the city reimburse WSDOT for the cost of the inspection. The agreement is attached for the council's consideration.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details) WSDOT has requested the city execute the agreement.
- F. Impacts:
1. Fiscal: WSDOT has included the rates they will bill at and estimates the costs will not exceed \$2,500.
2. Legal: The agreement has not been reviewed by the attorney.
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: Recommended N/A Public Hearing on
- H. Staff Comments:
- I. Time Constraints/Due Dates:
- J. Proposed Motion: **I move to authorize the mayor to execute the Project Review Reimbursable Agreement between the City of Ilwaco and the Washington State Department of Transportation for the departments inspection costs related to the Elizabeth Avenue SE Improvement Project.**



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Southwest Region
11018 Northeast 51st Circle
Vancouver, WA 98682-6686
360-905-2000 / FAX: 360-905-2222
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 16, 2014

Ms. Elaine McMillian
City of Ilwaco
P.O. Box 548
Ilwaco, WA 98624-0548

Re: SR101, MP 11.20, CS 2501
Elizabeth Avenue SE Improvements
Proposed Agreement No. JD1526

Dear Ms. McMillian:

Enclosed for review and signature on behalf of the City of Ilwaco, are two originals of the proposed agreement. This agreement provides for WSDOT engineering and/or maintenance personnel to perform inspection during your improvements to Elizabeth Avenue SE. Please sign both originals in the space provided and return them to the following address for further processing:

WSDOT – Utilities
Attn: Traci Fleming
11018 NE 51st Circle
Vancouver, WA 98682

One of the fully executed originals will be returned to you for your records. If you have any questions, please contact me at (360) 905-2006.

Sincerely,

Rick D. Henderson
Utilities Engineer

RDH:tf
TLF
Enclosures

cc: file



**Washington State
Department of Transportation**

Project Review Reimbursable Agreement		Applicant or Local Agency City of Ilwaco	
		Billing Address P.O. Box 548 Ilwaco, WA 98624-0548	
Region Southwest		Contact Email treasurer@ilwaco-wa.gov	
Agreement Number J D1526		Contact Name Elaine McMillian	Contact Phone 360-642-3145
Estimated Costs To include WSDOT's Indirect Cost Rate		\$2,500.00	Surety Amount \$0.00
SR 101	MP 11.20	Project Name Elizabeth Avenue SE Improvements	
Description of Work by WSDOT			
Plan Review <input type="checkbox"/>		Inspection to be performed by Utility Inspector (\$44.36/hour) and Maintenance (\$48.45/hour). Inspection duties will include oversight of traffic control (signing placement) and ensuring the roadway is left in a safe condition for the traveling public during non-working hours. There will be no testing performed by WSDOT only oversight of the final trench paving to ensure the 0.50 HMA section is achieved.	
Inspection <input checked="" type="checkbox"/>			
Other (see description of work) <input checked="" type="checkbox"/>			

This AGREEMENT is made and entered into by and between the Washington State Department of Transportation, hereinafter the "WSDOT," and the above named "APPLICANT OR LOCAL AGENCY", hereinafter "ENTITY,"

WHEREAS, the ENTITY has requested work by WSDOT and WSDOT is authorized and willing to perform the work, and

WHEREAS, the ENTITY is responsible for the costs associated with the work,

NOW THEREFORE, pursuant to the terms, conditions and performances contained herein and/or attached hereto, and by this reference made a part of this Agreement, it is mutually agreed between the Parties hereto as follows:

1. GENERAL

1.1 The WSDOT agrees to perform the above described work, using state labor, equipment and materials, as requested by the ENTITY.

1.2 To secure payment of the potential costs incurred in the review process, WSDOT requests that a Surety Amount in the form of Bond, Assignment of Escrow, Irrevocable Letter of Credit, Check or Money Order in the amount listed above accompany the endorsed original copy of this Agreement.

1.3 All WSDOT reviews, approvals and/or inspections provided by WSDOT are solely for the benefit of WSDOT and not for the ENTITY or any other third party.

2. PAYMENT

2.1 The ENTITY, in consideration of the faithful performance of the work to be done by WSDOT, agrees to reimburse WSDOT for the actual direct, related indirect and WSDOT's administrative indirect cost rate associated with the current project.

2.2 The ENTITY agrees to make payment for the work to be done by WSDOT within thirty (30) calendar days from receipt of billing from WSDOT.

2.3 The ENTITY agrees that if it fails to make payment within thirty (30) calendar days of the invoice, the WSDOT may charge interest in accordance with RCW 43.17.240 and may elect to send the outstanding invoice(s) to a WSDOT contracted collection agency resulting in the assessment of additional fees and/or penalties.

2.4 Upon payment of all WSDOT invoices by ENTITY, WSDOT will release rights of remaining Surety Amount.

3. INCREASE IN COST

3.1 The Parties agree that the estimated cost of the work may be exceeded by up to twenty-five (25) percent. In the event costs exceed the estimated costs by more than twenty-five (25) percent the Parties agree to modify the estimated cost of work by written amendment, signed by both Parties.

4. ASSIGNMENT

4.1 This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part.

5. INDEMNIFICATION

5.1 The ENTITY shall protect, defend, indemnify, and hold harmless the WSDOT, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, resulting from, the ENTITY's operation, maintenance and/or repair of the equipment pursuant to the provisions of this Agreement. The ENTITY will not be required to indemnify, defend, or save harmless the WSDOT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the WSDOT. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. This indemnification will survive the termination of this Agreement.

6. AMENDMENT

6.1 This Agreement may be amended by the 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. TERMINATION

7.1 Either Party may terminate this Agreement by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. The ENTITY will reimburse WSDOT for all charges up to the date of termination.

8. DISPUTES

8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy.

8.2 In the event that a dispute arises under this Agreement which cannot be resolved as outlined in Section 8.1 between the Parties, the dispute will be settled in the following manner: Each Party will appoint a member to a dispute board. The members so appointed will jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with either Party. The dispute board will evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board will be final and binding on the Parties. Any costs associated with appointing the third member will be equally shared between the Parties. Each Party shall be responsible for its own costs, including attorneys fees.

8.3 The Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court.

9. TERM OF AGREEMENT

9.1 The term of the Agreement shall begin upon the date of execution and shall remain in effect until WSDOT has completed the scope of work and the ENTITY has made full payment, whichever comes last, unless modified according to Section 6, "AMENDMENT," above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year last written below.

ENTITY

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

TIN: 91-6001443

OR

Social Security Number: _____

8. DISPUTES

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year last written below.

ENTITY

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

TIN: 91-6001443

OR

Social Security Number:

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 3/10/14 Council Business Item:
- B. Issue/Topic: **Resolution to Purchase Adsorption Clarifier and Waive Competitive Bid**
- C. Sponsor(s):
1. Mayor Cassinelli 2.
- D. Background (overview of why issue is before council):
1. In January of 2014, the bids to replace the two sand filters at the water treatment plant with an upflow clarifier came in significantly higher than anticipated. Gray & Osborne along with city staff have brainstormed and reviewed potential changes to the project to reduce the costs. One idea has been to purchase the filter unit and only competitively bid the installation. After discussions with the state auditors office and the city attorney, it appears that the item meets the requirements of RCW 39.04.280 and the City Council could by resolution waive competitivite bidding for the purchase of the unit. Gray & Osborne is working with WesTech to ensure they are able to provide documentation that they are the sole provider and will provide the lowest cost.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1.
- F. Impacts:
1. Fiscal: Purchasing the filter directly will save approximately \$40,000 to \$60,000 versus purchasing it through a contractor.
2. Legal: The City Attorney reviewed the resolution.
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: Recommended N/A Public Hearing on
- H. Staff Comments:
1.
- I. Time Constraints/Due Dates: The filter will take considerable time to manufacture.
- J. Proposed Motion:

**CITY OF ILWACO
RESOLUTION NO. 2014-XX**

**A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON
AUTHORIZING THE PURCHASE OF AN ADSORPTION CLARIFIER/FILTER
PACKAGE SYSTEM FROM WESTECH ENGINEERING, INC. BASED ON SPECIAL
FACILITIES AND MARKET CONDITIONS, AND WAIVING COMPETITIVE
BIDDING REQUIREMENTS**

WHEREAS, the City Council finds that based upon extensive research by the engineer, the purchase of a Trident® Model ½TR-420A Adsorption Clarifier/Filter Package System as manufactured by WesTech Engineering, Inc. will optimately and efficiently operate in conjunction with the existing upflow adsorption clarifier/filter package unit at the Indian Creek Water Treatment Plant; and,

WHEREAS, RCW 39.04.280 provides that a local agency, by Resolution may waive the competitive bidding requirements when the purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions; and,

WHEREAS, and the adsorption clarifier/filter package system to be purchased must work efficiently and effectively with the existing plant, and no other water treatment products exist that work with the existing plant; and,

WHEREAS, the City Council finds that there is one upflow adsorption clarifier/filter package system that will meet the City's needs, WesTech Engineering, Inc. as the sole source of supply for the system, and holds that patent for the system configuration. It will provide the system to the City at the lowest price it offers, and

WHEREAS, the City Council finds that it is appropriate to waive the competitive bidding requirements for the above reasons; and,

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

Section 1. The City's purchase of an upflow adsorption clarifier/filter package system in the amount of \$ _____ (including tax) from WesTech Engineering, Inc. is authorized and competitive bidding requirements are hereby waived for the purchase due to special facilities and market conditions.

Section 2. Severability. If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 3. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

Mike Cassinelli, Mayor

ATTEST:

Elaine McMillan, Treasurer

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE:

Elaine McMillan

From: Heather Reynolds [heather@reynoldsattorney.com]
Sent: Tuesday, February 25, 2014 1:08 PM
To: 'Elaine McMillan'
Subject: RE: Filter replacement at water plant

Elaine,

Sole source looks very appropriate to me. Let me know if you need my help drafting the Resolution. It's basically a bunch of "whereas" clauses with the facts that mirror the statutory requirements for sole source. Here's one from MRSC if you don't already have one: <http://www.mrsc.org/subjects/pubworks/sourcebook/documents/app%20b8%20-%20seatac07-006.pdf>. I always stick in all the facts I can possibly think of, with the motto of the wordier, the better.

Heather

Heather Reynolds
Attorney at Law
PO Box 145
Astoria, OR 97103
Phone 503-325-8449
Fax 503-338-2969

The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and may contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender. Thank you.

From: Elaine McMillan [mailto:treasurer@ilwaco-wa.gov]
Sent: Tuesday, February 25, 2014 1:01 PM
To: 'Heather Reynolds'
Subject: Filter replacement at water plant

Heather –

I will forward another email from Nancy as well that will give you all of the information that I have.

Essentially, the scenario is spelled out below in the background information. The state auditor's office is recommending that we go the special facilities route (1b of the RCW), but of course they want to make sure I have an attorney involved.

I believe I need to put together a resolution that the council approves not competitively bidding the filter unit due to special facility. Your input?

Thanks,
Elaine

From: BILLSS@SAO.WA.GOV [mailto:BILLSS@SAO.WA.GOV]
Sent: Tuesday, February 25, 2014 12:40 PM
To: TREASURER@ILWACO-WA.GOV
Cc: osbornel@sao.wa.gov; palmerm@sao.wa.gov; cadya@sao.wa.gov
Subject: Response to Client Helpdesk Request 9812

Your request # 9812 for Ilwaco, City of has been resolved.

Your question was:

Does the SAO concur that the City of Ilwaco could meet sole source requirements and phase a project?

The background information you provided was:

The City of Ilwaco went out for bid to replace two old filter units with one single new one to match the existing one at the water treatment plant. If both filters are the same type of filtering unit, the treatment plant could operate more efficiently, etc. The bids for the entire project came in way over the estimate. The cost of the unit itself appeared to be marked up by \$60,000 or more. It appears the unit meets sole source requirements. To allow the city to optimize the project funds, the city would like to purchase the unit directly from the sole source distributor then bid the installation. By doing this, the city would not have to go through the contractor for any warranty work on the filter unit, but could deal directly with the manufacturer. The city is not bid splitting to avoid purchasing laws.

=====

Our response is as follows:

As a follow up to our phone conversation, we would strongly recommend running this scenario by your legal counsel.

Purchasing an additional filter to match an existing filter at the water treatment plant could fall under the special facilities exemption in RCW 39.04.280(1)(b). The City must document very carefully why this particular filter meets its needs better than other filters. If this exception is used, the City should still make reasonable efforts to ensure that it is receiving the lowest price and best terms from the vendor.

For the installation of the filter, the City would need to follow the competitive bidding process outlined in RCW 39.04.

RCW 39.04.280

Competitive bidding requirements - Exemptions, states in part:

This section provides uniform exemptions to competitive bidding requirements utilized by municipalities when awarding contracts for public works and contracts for purchases. The statutes governing a specific type of municipality may also include other exemptions from competitive bidding requirements. The purpose of this section is to supplement and not to limit the current powers of any municipality to provide exemptions from competitive bidding requirements.

(1) Competitive bidding requirements may be waived by the governing body of the municipality for:

- (a) Purchases that are clearly and legitimately limited to a single source of supply;
- (b) Purchases involving special facilities or market conditions;
- (c) Purchases in the event of an emergency;
- (d) Purchases of insurance or bonds; and
- (e) Public works in the event of an emergency.

(2)(a) The waiver of competitive bidding requirements under subsection (1) of this section may be by resolution or by the terms of written policies adopted by the municipality, at the option of the governing body of the municipality. If the governing body elects to waive competitive bidding requirements by the terms of written

policies adopted by the municipality, immediately after the award of any contract, the contract and the factual basis for the exception must be recorded and open to public inspection.

If a resolution is adopted by a governing body to waive competitive bidding requirements under (b) of this subsection, the resolution must recite the factual basis for the exception. This subsection (2)(a) does not apply in the event of an emergency.

(b) If an emergency exists, the person or persons designated by the governing body of the municipality to act in the event of an emergency may declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the municipality to address the emergency situation. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record no later than two weeks following the award of the contract.

(3) For purposes of this section "emergency" means unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

=====

If you have additional follow-up questions, please reference this request number when you contact us again. A copy of this response is provided to your audit team to ensure that we are consistent and efficient when working with you.

Sincerely,
Scott Bills

Disclaimer: Answers are informational only and are based on the specific circumstances presented. As laws and circumstances change, or additional facts are presented, the answer is subject to change. The information provided by the Washington State Auditor's client helpdesk is not a legal or a binding opinion.

Neither the State of Washington nor any agency, officer, or employee of the State of Washington warrants the accuracy, reliability or timeliness of any information in the Public Access System and shall not be liable for any losses caused by such reliance on the accuracy, reliability, or timeliness of such information. Portions of such information may be incorrect or not current. Any person or entity that relies on any information obtained from the System does so at his or her own risk.

Elaine McMillan

From: Elaine McMillan [treasurer@ilwaco-wa.gov]
Sent: Tuesday, February 25, 2014 1:02 PM
To: 'Heather Reynolds'
Subject: FW: Separating the filter purchase from the bid - additional info

From: Nancy Lockett [mailto:nlockett@g-o.com]
Sent: Friday, February 21, 2014 4:54 PM
To: Elaine McMillan
Subject: RE: Separating the filter purchase from the bid

Elaine,

It would seem that the City could legitimately say the screening was that no other vendor has the technology that would match existing equipment. The "Trident" treatment system is proprietary (we will ask Westech whether the process is patented but I suspect it is) and no one else can match the system. The following would be met

b) it can draft legitimate specifications, to which only one vendor can successfully respond,

(c) the product is available only through one manufacturer (or distributor, and the manufacturer so certifies),

We have the bid quotes that Westech and we can ask Westech for certification that they are providing the best pricing.

It looks like the City could meet all the criteria.

Nancy

Nancy Lockett, P.E.
Gray & Osborne, Inc.
701 Dexter Ave N. Suite 200
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-----Original Message-----

From: Elaine McMillan [mailto:treasurer@ilwaco-wa.gov]
Sent: Friday, February 21, 2014 4:39 PM
To: 'Nancy Lockett';jdalaeli@g-o.com
Subject: Separating the filter purchase from the bid

Nancy & Josef –

Before I start talking to any attorney's to confirm that they agree with what you have proposed, could please give me your responses to the sole source questions below? If we can't pass the sole source requirements, we might have a case for special market conditions.

Thanks,

Bid Splitting

Municipalities may not break a public works project into separate phases or parts to avoid compliance with bidding statutes. RCW 35.22.620(3), relating to first class cities, and RCW 35.23.352(1), relating to other classes of cities and to towns, both prohibit the division of a project into units of work or classes of work to keep costs below the bidding threshold. Although the statutes only refer to public works when prohibiting bid splitting, MRSC believes that the prohibition also applies to purchases of materials, equipment, and supplies by second class cities, towns, and code cities.

The Washington Supreme Court has held that a city cannot break a public work into phases for the purpose of estimating the cost of a public works project, even though those phases are performed at different intervals of time.⁷⁶ Instead, a city, while completing the actual project in phases, must total the cost of all phases of the public work or purchase. If the aggregate cost exceeds the applicable bid limit, the city must bid each phase of the project even though a given phase may cost less than the bid limit.

Monopolies and Sole Source Bidding

But what if specifying a particular brand means that only one bid will be received? In *Washington Fruit & Produce Co. v. City of Yakima*, 3 Wn.2d 152 (1940), the state supreme court said that cities do not need to go out for bids when the desired product is subject to a natural monopoly and advertising for bids would result in only one bid.

In that case, the city of Yakima awarded a contract to a private utility company for the maintenance of overhead electrical street lighting without calling for bids. The resolution adopted by the commissioners recited the fact that the utility company had provided Yakima with electrical service for many years and that it was the only entity then capable of providing the city with that service. Since advertising for bids in such a situation would have been futile, because it would have produced only one bid, the court held that the city did not violate the bidding requirements of its charter by not calling for bids.

Not only is there appellate case authority for purchasing without bids from a sole source, there is now also a statute, RCW 39.04.280(1)(a), that explicitly addresses the practice.⁵¹ To engage in sole source bidding under this statute, the city council must either apply a previously adopted written policy or pass a resolution that states “the purchase is clearly and legitimately limited to a single source or supply.” If the city council waives the bid requirement through application of a written policy, it must, immediately following the award of the contract, set out the factual basis for the waiver.

One commentator has noted that the State Auditor’s Office will probably notice if your city makes too much use of sole source purchasing. He gives some guidelines for its use. If there is a way to draft the specifications so that more than one respondent will reply, it is not a sole source situation. If, however,

- (a) the city department has conducted a screening process whereby it can justify purchase of a specific product,
- (b) it can draft legitimate specifications, to which only one vendor can successfully respond,
- (c) the product is available only through one manufacturer (or distributor, and the manufacturer so certifies), and
- (d) the vendor certifies that the city is getting the lowest price it offers anyone, it is probably a sole source purchase.⁵²

Special Market Conditions – What Are They?

RCW 39.04.280(1)(b) also provides a “special market conditions” waiver from the bidding requirements for purchases of materials, supplies, or equipment by second class cities, towns, and code cities.⁵³ To use this exemption, a city must pass a resolution stating “the factual basis for the exception.”⁵⁴

What are special market conditions? No definition is given in the statutes. Some have suggested that if supplies or used equipment are offered at a very favorable price and will be sold before a city will have a chance to complete the bidding process, there is a special market condition. However, since there have been no court cases or attorney general’s opinion on this subject, if a city wishes to invoke “special market conditions” to waive the bidding requirements, the city attorney and the auditor should be consulted.

Elaine McMillan
Treasurer
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Date: 2/28/14

Attn: Josef Dalaeli, P.E.

Gray & Osborne, Inc.
701 Dexter Ave N. Suite 200
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Re: Ilwaco, WA

Dear Mr. Dalaeli :

This letter is in reponse to your recent request for additional information for this project. You wished us to address the below items:

- “Certification from Westech that they are the only manufacturer of an upflow clarifier/filter package system to match their existing Trident“. WesTech Engineering Inc. Aquired Microfloc Products from Siemens in September of ,12. The existing Trident at Ilwaco is Microfloc Project No. 52000315, thus we have the engineering files for the existing unit which aids in the retrofitting of the existing unit. Also WesTech is the only manufacturer with:
 - An upflow Adsorption Clarifier with Buoyant Media that is Rolled and Scarified Media (US Patent 6391448). Note, this media is also NSF 61 certified.
 - A block underdrain system with integrated flume for distrubution of air and water in a steel tank (US Patent 6830684)
 - A stainless steel media retention plate with laser cut slots for fine media retention without the use of support gravel (US Patent 6991726)
- “Certification that Westech is charging the City the “lowest price it offers anyone” on the filter“. WesTech is an equipment manufacture of custom water treatment equipment, and our offering for this project is based upon the custom specfications provided and is a fair market value for the product.

Please note our pricing has been consistent. Comparing the new Trident tank costs for the bid and the previous budget price you will notice a \$15,000 difference. But note the budget price was based upon our standard design with pneumatic valves, plus our standard 1 yr warranty, and did not include any taxes, plus note the budget price is a year old. While the specifications called for electic actuated valves, an exteneded warranty, plus in the State of Washington we need to include an exise tax. Taking these into account our pricing has been very consistent throughout this process.

Price Comparison		
	Price Issued at bid (Per section 11250)	Budget Price of 4/13* (based upon WT Standard design)
New Trident Tank	\$392,000	\$377,000
Adder to replace existing Valves	\$20,000	Not Included
Add for inlet, backwash, production flow meters plus spare transmitter	\$30,000	\$11,000 (includes only 2 inlet meters)
Adder for two new blowers	\$30,000	\$27,000
Total	\$472,000	\$415,000

*Includes standard valves (pneumatic), standard controls, standard 1 yr warranty, & does not include any taxes

We trust this address your questions and we look forward to working with you on this project and if you have any questions please contact us.

Sincerely,



Jayme Tuomala
Regional Product Manager – West

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**EXHIBIT A
SURPLUS PROPERTY
March 2014**

Item	Estimated Value
2 - Used 8 inch turbine meters	\$100
1 - Used 6 inch turbine meters	\$50
12 - 50 foot sections of double jacket 3 inch fire hose with 2 ½ inch threaded couplings	\$25 each
10 – 50 foot sections of double jacket 1 ¾ inch fire hose with 1 ½ inch threaded couplings	\$15 each