



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

**CITY OF ILWACO
CITY COUNCIL MEETING**

**Monday, October 13, 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. September 22, 2014, Regular meeting
- b. September 22, 2014, Special meeting Budget Workshop
- c. September 24, 2014, Special meeting Seaview Sewer District
- d. October 6, 2014, Special meeting Budget Workshop

2. Claims & Vouchers (TAB 2)

- a. Checks: 37010 to 37020 + Electronic \$42,655.70
 - b. Checks: 37021 to 37095 \$264,610.69
- GRAND TOTAL: \$307,266.39

F. Reports

- 1. Staff Reports (TAB 3)
 - a. Police Chief's Report
- 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. Public Hearing

1. Conditional Use Permit – Vacation Rental 211 Pearl St

I. Business

- 1. **Marijuana Legislation (TAB 4) – Cassinelli & Crater**
- 2. **Interagency Agreement between the State of Washington Department of Health and the City of Ilwaco for the Watershed Plan (TAB 5) –Cassinelli**
- 3. **Contract renewal between the City of Ilwaco and the Municipal Research and Services Center (TAB 6) –Cassinelli**
- 4. **Wilson Auxiliary Dwelling Unit Variance Extension (TAB 7) –Cassinelli**
- 5. **First Avenue North Sewer Improvement and Brumbach Overlay Project (TAB 8) –Cassinelli**

J. Discussion

- 1. **Conditional Use Permit – Vacation Rental 211 Pearl St (TAB 9) –Crater**
- 2. **Amendment to Ordinance #720 Public Nuisance Noise Disturbances (TAB 10) –Forner**
- 3. **City Center Reservoir Project (TAB 11) –Cassinelli**
- 4. **City of Ilwaco Developer Standards (TAB 12)–Cassinelli & Forner**
- 5. **Washington State Public Works Board loan repayment date amendment to loan agreement (TAB 13) –Cassinelli**

K. Executive Session

- 1. To review the performance of a public employee per RCW 42.30.110 (g)

L. Correspondence and Written Reports

- 1. **Letter regarding 104 Spruce St LLC (TAB 14)**

M. Future Discussion/Agendas

- 1. Amended Procedures Ordinance --*City Planner*
- 2. Pursuit of New Agreement with Seaview Sewer District –*Cassinelli*

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	10/13/14 10/27/14	6:00 p.m.	Community Building
City Council	Special Meeting Seaview Sewer District	Thursday	10/30/14	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Tuesday	10/14/14	6:00 p.m.	Ilwaco Fire Hall
Planning Commission	Regular Meeting <i>(meetings subject to cancellation if there is no business to transact)</i>	Tuesday	11/4/14	6:00 p.m.	Community Building
Port/City Meeting	Regular Meeting	Tuesday	10/14/14	6:00 p.m.	Port of Ilwaco Meeting Room

CITY OF ILWACO

Notice of Application / Public Hearing Vacation Rental Rizzo Conditional Use Application – CUP2014-0002

Project Description: The applicants are requesting a “Conditional Use Permit” to authorize the use of a single family residence as a Vacation Rental within an R-1 Zone (Single Family Residential District). Vacation Rentals are allowed within R-1 Zoning District as a Conditional Use per Title 15, Chapter 15.44.010 (B), subject to Title 15, Chapter 15.48.090 review criteria and upon City Council approval.

The applicants (Sara & Fred Rizzo) applied for a Conditional Use Permit on 9/2/2014; following a review to confirm that a complete application had been received, the City Planner issued a “Determination of Completeness” to the applicant on 9/19/2014. On 9/24/2014, the City issued a Notice of Application and Public Hearing in the Chinook Observer. On 10/7/2014 the Planning Commission will hold a Public Meeting to review the application and provide a recommendation to the City Council per Title 15, Chapter 15.48.080. The Ilwaco City Council will hold a Public Hearing on the application on 10/13/2014. Following the Public Hearing the City Council may approve, approve with conditions or deny the application. Notice has been provided to property owners within 300 feet of the proposed Vacation Rental in accordance with Title 15, Chapter 15.08.090 (C) (2).

Applicant: Sara & Fred Rizzo
Project Location: 211 Pearl St, Ilwaco, WA 98624
Tax Parcel Number: 73001003404
Date of Public Notice: September 24, 2014

Public Comment Period: Public comments must be submitted to the City Planner by 4:00 pm on October 13, 2014 (Title 15.08.090 (D)).

Documents Received: Master Planning Permit Application w/Site Plan, Operation and Maintenance Plan, Application Narrative, and Rental Rules and Regulations; received on 9/2/2014.

Permit(s) Required: Conditional Use Permit

Public Meeting: Planning Commission
Date of Meeting: October 7, 2014
Time of Meeting: 6:00 pm
Location of Meeting: Ilwaco Community Building
158 First Ave N

Public Hearing: City Council
Date of Meeting: October 13, 2014
Time of Meeting: 6:00 pm
Location of Meeting: Ilwaco Community Building
158 First Ave N

Responsible Official: Ryan E. Crater
City Planner
(503) 325-0435 Ext. 213
rcrater@columbiaestuary.org

Comments under this notice will be accepted by the City Planner up to the date and time listed above. Any person interested in providing comments on this application may also submit oral or written comments during the Planning Commission meeting and Public Hearing to be held at the dates, times, and location listed above. The comment period covered under this notice will be considered **CLOSED** following the adjournment of the Public Hearing held by City Council. Copies of the staff report will be made available during both the Public Meeting (Planning Commission) and Public Hearing (City Council). Copies of the application materials and other associated documents can be obtained by contacting the City Planner. Any interpretation or decision on this application by the City Planner may be appealed to City Council. An appeal must be filed with the City Council within fourteen (14) days after the date of issuance of any decision or interpretation. A final decision on this application will be made by the City Council during a Public Hearing to be held on October 13, 2014, which is subject to judicial appeals governed by Chapter 36.70C RCW.



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, September 22, 2014**

A. Call to order

Mayor Cassinelli called the meeting to order at 6:02pm

B. Flag Salute

The Pledge of Allegiance was recited.

C. Roll Call

Present: Councilmembers Jensen, Marshall, Chambreau and Forner; Mayor Cassinelli. Absent: Councilmember Karnofski.

D. Approval of Agenda

ACTION: Motion to approve the agenda (Jensen/Marshall). Councilmember Marshall requested the motion be amended to add a Discussion item to discuss Legislative Process. The amendment was made by Councilmember Jensen. **4 Ayes 0 Nays 0 Abstain.**

E. Approval of Consent Agenda

Including Checks 37005 to 37007 + electronic totaling \$21,310.98 and Checks 36924 to 36974 (note: the correct check number range is 36975 to 37009 and was on the signed register) totaling \$145,255.57 for a grand total of \$166,567.55.

ACTION: Motion to approve the consent agenda (Marshall/Chambreau). 4 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

- a. Planner Ryan Crater reported that he would be presenting a conditional use request for a vacation rental in the near future. He has also been working on the comprehensive plan update and reviewing the proposed activity for a building at the Port of Ilwaco.
- b. Treasurer Elaine McMillan provided a written report.
- c. Wastewater Plant Supervisor Warren Hazen provided a written report. Councilmember Chambreau noted that it stated that there was testing going of sewage strength at the Cape Disappointment liftstation. He wondered if there would be a resulting report of the findings.

2. Council Reports

- a. Councilmember Marshall had met to discuss some personnel issues and had worked on amendments to chapter 15 of the municipal code.
- b. Councilmembers Chambreau and Forner reported on the impressive tours that were taken at the fish processing and cold storage facilities in the Aberdeen and Westport area.

3. Mayor's Report

Mayor Cassinelli reminded everyone of the Elizabeth Avenue ribbon cutting to be held the next day.

G. Comments of Citizens and Guests Present

None

H. Public Hearing

a. Marijuana Legislation

Mayor Cassinelli closed the council meeting and opened the public hearing at 6:08 pm. He asked if any of the council members felt they needed to disqualify themselves from the proceedings. Ryan Crater then reviewed the proposed legislation recommended by the planning commission. He clarified that it would be chapter 15.60. Councilmember Marshall recommended THC be defined. Crater responded that this was directly from the Washington State legislation. Councilmember Chambreau asked and Crater reviewed the map of available area for retail locations with the council and audience. The Mayor asked if there were any comments from citizens. The hearing was closed at 6:24 pm.

b. Economic Opportunity Grant

Mayor Cassinelli opened the hearing at 6:25 pm. The Mayor explained how there was only 6 million currently available in the State of Washington from this funding source. It was noted that there was hand-outs available regarding the funding source for attendees. Councilmember Marshall stated that the public hearing was a requirement to seek the funding. Councilmember Chambreau questioned why there was only one million noted in the resolution if the project might be eligible for a higher amount. Jim Neva, former Port Manager, responded that this was the amount that CDBG felt would a reasonable request. The Mayor asked if there were any comments from citizens. The hearing was closed at 6:33 pm.

I. Business

1. Prohibiting Camping in Public Places

ACTION: Motion to adopt the proposed ordinance prohibiting camping in public places. (Marshall/Chambreau). 4 Ayes 0 Nays 0 Abstain.

2. City of Ilwaco Developer Standards

After the initial motion was made, Councilmember Marshall stated he agreed with the objective of streamlining the process. However, he felt the proposed change required a SEPA and planning commission review, should be referred to as "Development Standards" instead of "Developer Standards," needed definitions added to the ordinance, and should include the forms to be used for the process. He recommended there be a public hearing and the required planning review be completed along with a series of workshops. He passed out an amendment he would like added to the changes. Councilmember Jensen agreed that it should be titled "Development" instead of "Developer" and noted there was no information from the attorney in the briefing document as to whether this appropriately dealt with the change to Title 15. Ryan Crater was aware of whether the proposed ordinance would properly remove what already existed in Title 15. Councilmember Forner pointed out that the legislation adopted the standards by reference and there were numerous definitions within the standards. He felt forms were administrative and should not be

part of the legislation. Councilmember Forner and Jensen proposed tabling the item until the appropriate procedure was clarified. Councilmember Chambreau suggested that while it should be investigated as to what the necessary procedure is to remove the language from Title 15 part 5, he felt the Developer Standards could be adopted.

ACTION: Motion to adopt the ordinance for Developer Standards and re-number Title 15 Part 5 of the Ilwaco Municipal Code to title 14 “Developer Standards.”(Forner/Jensen) Amend the motion to table until the next meeting (Forner) Withdrawal of Motions and second (Forner/Jensen) Motion to adopt the proposed Developer Standards that would replace the existing standards. (Chambreau/Forner) 3 Ayes, 1 Nay (Marshall), 0 Abstain.

3. Application for Economic Opportunity Grant for Port of Ilwaco Cold Storage Project

ACTION: Motion to adopt the resolution authorizing submittal of an application for grant funding to the Washington State Department of Commerce Community Development Block Grant program for an Economic Opportunity Grant. (Forner/Chambreau) 4 Ayes

I. Discussion

1. Interagency Agreement between the State of Washington Department of Health and the City of Ilwaco for the Watershed Plan

Mayor Cassinelli explained that this grant would be to create a plan for the land owned by the City in the Indian Creek watershed. In addition to characterizing the watershed and developing a control plan, financing options would be identified to support the plan. **ACTION: Move to Business at next meeting.**

2. Contract renewal between the City of Ilwaco and the Municipal Research and Services Center

Renewing the agreement at this time would allow the City to take advantage of the new vendor roster. **ACTION: Move to business at the next meeting.**

3. Wilson Auxiliary Dwelling Unit Variance Extension

Mayor Cassinelli explained that the work had not yet been completed and the planner was in favor of granting the extension. **ACTION: Move to business at the next meeting.**

4. Marijuana Legislation

ACTION: Move to business at the next meeting.

5. First Avenue North Sewer Improvement and Brumbach Overlay Project

Mayor Cassinelli explained that the contractor had made the recommended changes to the pavement and the Washington State Department of Transportation had approved. Councilmember Marshall confirmed that the project came in under the available funder. **ACTION: Move to business at the next meeting.**

6. Legislative Process

Councilmember Marshall explained that he had submitted a SEPA related to legislation that he was proposing to the planner. The planner had been asked by the Mayor to refrain from beginning work on it as there was similar legislation already on the council’s agenda. Councilmember Marshall asked the council what their process of proposing legislation should be. The Mayor apologized for not contacting Councilmember Marshall regarding his decision. Councilmember

Forner did not feel that the council should be directly approaching the planner without going through city hall to address funding for the work. Councilmember Jensen expressed his concern with a SEPA being initiated before the rest of the council was advised.

K. Correspondence and Written Reports

L. Adjournment

ACTION: Motion to adjourn the meeting (Chambreau). Mayor Cassinelli adjourned the meeting at 7:35 p.m.

Mike Cassinelli, Mayor

Elaine McMillan, Treasurer



**CITY OF ILWACO
2015 Budget Workshop
Monday, September 22, 2014**

A. Call to Order

Mayor Cassinelli called the workshop to order at 5:02 p.m.

B. Present: Councilmembers: David Jensen, Gary Forner, Fred Marshall, and Jon Chambreau and Treasurer Elaine McMillan. **Absent:** Councilmember Karnofski

C. Discussion

Treasurer McMillan reviewed the budget process which starts with information collected from the supervisors and reviewed with the Mayor. Additionally, there are many pieces of information that the Treasurer uses for projecting revenues and expenses. Anticipated salaries and benefit costs for 2015 were then reviewed. An overview of the information presented in the budget package was explained before discussing the detail presented on some of the smaller funds which included the Streets fund, Tourism fund, Excise Reserve fund, Bond Redemption fund, Bond Reserve fund, and the Stormwater fund. The detail for the Water, General and Wastewater funds will be covered at the workshops that follow.

D. Adjournment

Mayor Cassinelli adjourned the workshop at 5:55 p.m.

Mike Cassinelli, Mayor

Elaine McMillan, Treasurer



CITY OF ILWACO AND SEAVIEW SEWER DISTRICT
Special Meeting
Wednesday, September 24, 2014

A. Call to Order

Mayor Cassinelli called the meeting to order at 6:07 p.m. Commission Chair Malin announced that the meeting was to discuss a potential new entity.

B. Introductions: Councilmembers: Gary Forner, Fred Marshall, Mayor Cassinelli and Treasurer Elaine McMillan. Commission Chair Brett Malin, Commissioners Carol Glenn, Bruce Peterson, District Manager Stu Simonson, citizen Ryan Crater and reporter Katie Wilson. Absent: Councilmember Karnofski, Chambreau and Jensen.

C. Flag Salute

D. Discussion: Mayor Cassinelli explained that he and Commission Chair Malin had met to discuss the format of the meeting. They would like to have issues and concerns submitted to them, so they could compile and address the top issues and concerns. He discussed the potential of having a facilitator for these meetings such as Joel Penoyar and that Attorney Steve DiJulio had recommended the creation of a new entity. Commission Chair Malin stated that this was an exploratory meeting to decide whether to proceed. He felt that if a new entity was formed the board would be comprised of a commissioner from Seaview, a councilmember from Ilwaco and a third party. Councilmember Marshall expressed that he was hopeful and felt that objectives needed to be established. Commissioner Glenn questioned the absence of a portion of the Ilwaco council. She stated that the culture needs to change and she is willing to put in the time to do it. Commissioner Peterson specified that the issues were all before he became a commissioner and he was attempting to understand what the group was trying to create. Commission Chair Malin led the group in making a list of advantages (lower legal costs, new agreement, and clarity of responsibility and ownership) and disadvantages (separate entity, potential increased costs). Additionally questions arose: How would assets be transferred to a new entity, would debt be transferable, would the new entity be subject to the growth management act and required to have a comprehensive plan, what reserve requirements would a new entity have. There was a consensus that the questions should be sent to Steve DiJulio and another meeting would be held in approximately a month. Ryan Crater expressed his concern with the possible additional costs of a new entity that may impact Ilwaco rate payers.

E. Adjournment

Mayor Cassinelli adjourned the meeting at 7:25 p.m.

Mike Cassinelli, Mayor

Elaine McMillan, Treasurer



**CITY OF ILWACO
2015 Budget Workshop
Monday, October 6th, 2014**

A. Call to Order

Mayor Cassinelli called the workshop to order at 4:03 p.m.

B. Present: Councilmembers: David Jensen, Gary Forner, and Jon Chambreau and Treasurer Elaine McMillan. Councilmember Fred Marshall arrived at 4:07 p.m. **Absent:** Councilmember Vinessa Karnofski

C. Discussion

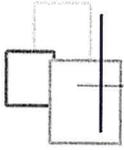
Councilmember Forner discussed the meeting he had with the entities requesting lodging tax allocations. There was discussion about the fireworks display. Mayor Cassinelli was going to work on raising the funds to have the display on Friday, July 3rd, 2014. The recommended promotions were reviewed versus the recommendation of not having a COLA. The Stormwater Fund was discussed and how to provide for the cost of projects that needed to be completed. The Water Fund was reviewed along with a potential rate increase. The Sewer Fund budget was explained along with the short lived assets and forecast. The next meeting will be used to review the General Fund and the rates for the Water, Stormwater, and Sewer utilities.

D. Adjournment

Mayor Cassinelli adjourned the workshop at 6:03 p.m.

Mike Cassinelli, Mayor

Elaine McMillan, Treasurer



Register

Number	Name	Fiscal Description	Cleared	Amount
37010	Fero, Jimmie W	2014 - October - First meeting		\$1,135.01
37011	Gardner, Daryl W	2014 - October - First meeting		\$1,656.82
37012	Jensen, David	2014 - October - First meeting		\$181.52
37013	Richardson, Troy	2014 - October - First meeting		\$1,279.15
37014	Williams, Thomas R	2014 - October - First meeting		\$889.89
37015	AWC - Life Insurance	2014 - October - First meeting		\$13.40
37016	AWC Employee Benefit Trust	2014 - October - First meeting		\$5,311.38
37017	Dept of Labor & Industry	2014 - October - First meeting		\$6,214.77
37018	Dept of Retirement - Def Comp	2014 - October - First meeting		\$280.00
37019	Dept of Retirement Systems	2014 - October - First meeting		\$5,977.25
37020	Employment Security Dept.	2014 - October - First meeting		\$1,650.94
ACH Pay - 1224	Benson, Austin	2014 - October - First meeting		\$956.06
ACH Pay - 1225	Cassinelli, Michael	2014 - October - First meeting		\$422.61
ACH Pay - 1226	Chambreau, Jon H.	2014 - October - First meeting		\$181.52
ACH Pay - 1228	Fornier, Gary	2014 - October - First meeting		\$374.26
ACH Pay - 1230	Gustafson, David M.	2014 - October - First meeting		\$1,681.08
ACH Pay - 1242	Hazen, Warren M.	2014 - October - First meeting		\$1,826.43
ACH Pay - 1233	Marshall, Fred	2014 - October - First meeting		\$181.52
ACH Pay - 1234	Mc Kee, David A	2014 - October - First meeting		\$1,749.08
ACH Pay - 1235	Mc Millan, Elaine	2014 - October - First meeting		\$1,107.27
ACH Pay - 1236	Mulinix, Vinessa	2014 - October - First meeting		\$180.32
ACH Pay - 1238	Schweizer, Dennis	2014 - October - First meeting		\$1,682.98
ACH Pay - 1239	Smith, Ariel	2014 - October - First meeting		\$893.78
ACH Pay - 1240	Staples, Terri P	2014 - October - First meeting		\$365.61
EFT 10-3-14- 1	Discovery Benefits	2014 - October - First meeting		\$1,125.00
EFT 10-3-14 2	U.S. Treasury Department	2014 - October - First meeting		\$5,338.05
				\$42,655.70

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, 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, and that the claim is a just, due and unpaid obligation against the City of Ilwaco, and that I am authorized to authenticate and certify said claims.

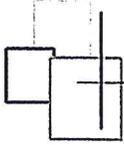
Treasurer

37010 through 37020 and electronic payments totalling \$21,310.98 are approved this 13th day of October, 2014.

Council member

Council member

Council member



Register

Fiscal: 2014
Deposit Period: 2014 - October
Check Period: 2014 - October - First meeting

Number	Name	Posting Date	Amount
Bank of the Pacific	8023281		
Check			
<u>37021</u>	ALS Environmental	10/13/2014	\$428.00
<u>37022</u>	Alsco-American Linen Div.	10/13/2014	\$32.81
<u>37023</u>	Cartomation, Inc.	10/13/2014	\$50.00
<u>37024</u>	Cascade Columbia Distribution	10/13/2014	\$9,231.77
<u>37025</u>	Chinook Observer	10/13/2014	\$423.08
<u>37026</u>	City of Ilwaco	10/13/2014	\$2,491.22
<u>37027</u>	City of Long Beach	10/13/2014	\$15,261.39
<u>37028</u>	Coast Rehabilitation Services	10/13/2014	\$35.00
<u>37029</u>	Columbia River Marine	10/13/2014	\$32.34
<u>37030</u>	Day Wireless Systems, Inc	10/13/2014	\$66.96
<u>37031</u>	Discovery Benefits	10/13/2014	\$13.50
<u>37032</u>	Evergreen Septic Service	10/13/2014	\$80.00
<u>37033</u>	Goulter Diamond Bar Ranch	10/13/2014	\$1,333.33
<u>37034</u>	Gray & Osborne, Inc.	10/13/2014	\$9,233.77
<u>37035</u>	HD Fowler Company	10/13/2014	\$4,218.57
<u>37036</u>	Hughes Fire Equipment Inc.	10/13/2014	\$201.87
<u>37037</u>	Ilwaco Charter Association	10/13/2014	\$1,000.00
<u>37038</u>	James Berglund	10/13/2014	\$42.80
<u>37039</u>	John Bageant	10/13/2014	\$43.88
<u>37040</u>	John Deere Financial	10/13/2014	\$1,082.23
<u>37041</u>	Kubwater Resources Inc.	10/13/2014	\$1,373.66
<u>37042</u>	Lawson Products	10/13/2014	\$88.37
<u>37043</u>	LEAF	10/13/2014	\$129.88
<u>37044</u>	McMillan, Elaine	10/13/2014	\$551.84
<u>37045</u>	Michael S. Turner	10/13/2014	\$412.00
<u>37046</u>	Nancy McAllister	10/13/2014	\$412.00
<u>37047</u>	Northstar Chemical, Inc.	10/13/2014	\$1,423.40
<u>37048</u>	Pink Poppy Bakery	10/13/2014	\$60.00
<u>37049</u>	Propel Insurance	10/13/2014	\$1,547.00
<u>37050</u>	Tidy By The Sea, LLC	10/13/2014	\$455.00
<u>37051</u>	Verizon Wireless	10/13/2014	\$91.61
<u>37052</u>	WA State Dept. of Ecology	10/13/2014	\$881.00
<u>37053</u>	Wadsworth Electric	10/13/2014	\$776.43
<u>37054</u>	Whitney Equipment Company,	10/13/2014	\$60,638.21
<u>37055</u>	Wilcox & Flegel Oil Co.	10/13/2014	\$64.06
<u>37056</u>	William R. Penoyer, Attorney at	10/13/2014	\$412.00
<u>37057</u>	ABECO Office Systems	10/13/2014	\$80.89
<u>37058</u>	ALS Environmental	10/13/2014	\$1,268.00
<u>37059</u>	Alsco-American Linen Div.	10/13/2014	\$29.81
<u>37060</u>	Art's Auto Parts, Inc.	10/13/2014	\$206.92
<u>37061</u>	Baileys Saw Shop Inc.	10/13/2014	\$56.04
<u>37062</u>	Chinook Observer	10/13/2014	\$57.82
<u>37063</u>	Cities Insurance Association of	10/13/2014	\$291.60
<u>37064</u>	Clatsop Power Equip Inc	10/13/2014	\$99.95
<u>37065</u>	C-More Pipe Services Co.	10/13/2014	\$1,401.40
<u>37066</u>	Consolidated Supply Co.	10/13/2014	\$1,034.74
<u>37067</u>	Dennis CO	10/13/2014	\$333.78

<u>Number</u>	<u>Name</u>	<u>Month/Date</u>	<u>Amount</u>
<u>37068</u>	Englund Marine Supply Inc	10/13/2014	\$764.84
<u>37069</u>	Evergreen Septic Service	10/13/2014	\$80.00
<u>37070</u>	HD Fowler Company	10/13/2014	\$2,582.56
<u>37071</u>	Heather Reynolds, Attorney	10/13/2014	\$2,468.94
<u>37072</u>	Humphrey Construction, Inc.	10/13/2014	\$17,892.64
<u>37073</u>	IFOCUS Consulting Inc.	10/13/2014	\$360.00
<u>37074</u>	K & L Supply, Inc.	10/13/2014	\$313.20
<u>37075</u>	Mckee, Dave	10/13/2014	\$47.81
<u>37076</u>	Naselle Rock & Asphalt	10/13/2014	\$236.21
<u>37077</u>	Oman & Son	10/13/2014	\$190.40
<u>37078</u>	One Call Concepts, Inc.	10/13/2014	\$7.17
<u>37079</u>	Pacific Art & Office Supply	10/13/2014	\$45.82
<u>37080</u>	Pacific CO Auditor	10/13/2014	\$128.00
<u>37081</u>	Pacific County DCD	10/13/2014	\$490.00
<u>37082</u>	Pacific County Treasurer	10/13/2014	\$400.00
<u>37083</u>	Peninsula Sanitation Service,	10/13/2014	\$375.41
<u>37084</u>	Pitney Bowes	10/13/2014	\$500.00
<u>37085</u>	Sid's IGA	10/13/2014	\$25.07
<u>37086</u>	Sunset Auto Parts Inc.	10/13/2014	\$660.84
<u>37087</u>	Tire Hut	10/13/2014	\$1,189.64
<u>37088</u>	USA Blue Book	10/13/2014	\$572.17
<u>37089</u>	Visa	10/13/2014	\$415.79
<u>37090</u>	Vision Municipal Solutions, Llc	10/13/2014	\$484.58
<u>37091</u>	WA State Dept. of Ecology	10/13/2014	\$107,833.35
<u>37092</u>	WA State Dept. of Health	10/13/2014	\$1,938.00
<u>37093</u>	Wadsworth Electric	10/13/2014	\$2,885.41
<u>37094</u>	Walter E. Nelson Co. of Astoria	10/13/2014	\$300.99
<u>37095</u>	Wilcox & Flegel Oil Co.	10/13/2014	\$1,941.92
	Total Check		\$264,610.69
	Total 8023281		\$264,610.69
	Grand Total		\$264,610.69

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, 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, and that the claim is a just, due and unpaid obligation against the City of Ilwaco, and that I am authorized to authenticate and certify said claims.

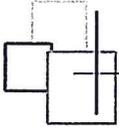
Treasurer

37021 through 37095 totalling \$264,610.69 are approved this 13th day of October, 2014.

Council member

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
ABECO Office Systems	37057			2014 - October - First meeting	
		Invoice - 10/8/2014 9:21:16 AM			
		1249631-0			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$20.22
		101-000-000-543-30-30-00		Office And Operating	\$20.22
		401-000-000-534-00-31-00		Operation & Maintenance	\$20.22
		409-000-000-535-00-31-01		Operations And Maintenance	\$20.23
		Total Invoice - 10/8/2014 9:21:16 AM			\$80.89
	Total 37057				\$80.89
Total ABECO Office Systems					\$80.89
ALS Environmental	37021			2014 - October - First meeting	
		Invoice - 10/7/2014 3:29:39 PM			
		51-273143-0			
		409-000-000-535-00-31-01		Operations And Maintenance	\$428.00
		Total Invoice - 10/7/2014 3:29:39 PM			\$428.00
	Total 37021				\$428.00
37058		Invoice - 10/8/2014 9:21:52 AM		2014 - October - First meeting	
		51-274493-0			
		409-000-000-535-00-31-01		Operations And Maintenance	\$1,268.00
		Total Invoice - 10/8/2014 9:21:52 AM			\$1,268.00
	Total 37058				\$1,268.00
Total ALS Environmental					\$1,696.00
AlSCO-American Linen Div.	37022			2014 - October - First meeting	
		Invoice - 10/7/2014 3:28:56 PM			
		LPOR1289419			
		001-000-000-576-80-31-00		Office & Operating Supplies	\$8.20
		101-000-000-543-30-30-00		Office And Operating	\$8.20
		401-000-000-534-00-31-00		Operation & Maintenance	\$8.20
		409-000-000-535-00-31-01		Operations And Maintenance	\$8.21
		Total Invoice - 10/7/2014 3:28:56 PM			\$32.81
	Total 37022				\$32.81
37059		Invoice - 10/8/2014 9:21:35 AM		2014 - October - First meeting	
		LPOR1298763			
		001-000-000-576-80-31-00		Office & Operating Supplies	\$7.45
		101-000-000-543-30-30-00		Office And Operating	\$7.45
		401-000-000-534-00-31-00		Operation & Maintenance	\$7.45
		409-000-000-535-00-31-01		Operations And Maintenance	\$7.46
		Total Invoice - 10/8/2014 9:21:35 AM			\$29.81
	Total 37059				\$29.81
Total AlSCO-American Linen Div.					\$62.62
Art's Auto Parts, Inc.	37060			2014 - October - First meeting	
		Invoice - 10/8/2014 9:22:30 AM			
		117689,694,696			
		001-000-000-576-80-31-00		Office & Operating Supplies	\$51.73
		401-000-000-534-00-31-00		Operation & Maintenance	\$51.73
		408-000-000-531-38-31-01		Operations & Maintenance	\$51.73
		409-000-000-535-00-31-01		Operations And Maintenance	\$51.73
		Total Invoice - 10/8/2014 9:22:30 AM			\$206.92
	Total 37060				\$206.92
Total Art's Auto Parts, Inc.					\$206.92
Baileys Saw Shop Inc.	37061			2014 - October - First meeting	
		Invoice - 10/8/2014 9:27:44 AM			
		090414006			
		001-000-000-576-80-48-00		Repairs & Maintenance	\$56.04
		Total Invoice - 10/8/2014 9:27:44 AM			\$56.04
	Total 37061				\$56.04
Total Baileys Saw Shop Inc.					\$56.04
Cartomation, Inc.	37023			2014 - October - First meeting	
		Invoice - 10/7/2014 3:28:18 PM			
		Oct			
		001-000-000-557-20-41-00		Ilwaco Web Page	\$50.00
		GIS map storage			
		Total Invoice - 10/7/2014 3:28:18 PM			\$50.00
	Total 37023				\$50.00
Total Cartomation, Inc.					\$50.00
Cascade Columbia Distribution Co.	37024			2014 - October - First meeting	

	Invoice - 10/7/2014 3:33:46 PM		
	625222		
	401-000-000-534-00-31-01	Chemicals	\$9,624.81
	Total Invoice - 10/7/2014 3:33:46 PM		\$9,624.81
	Invoice - 10/7/2014 3:34:57 PM		
	625693		
	401-000-000-534-00-31-01	Chemicals	(\$393.04)
	Total Invoice - 10/7/2014 3:34:57 PM		(\$393.04)
Total 37024			\$9,231.77
Total Cascade Columbia Distribution Co.			\$9,231.77
Chinook Observer			\$9,231.77
37025		2014 - October - First meeting	
	Invoice - 10/7/2014 3:35:24 PM		
	288-14		
	001-000-000-511-30-44-00	Official Publications	\$109.20
	Total Invoice - 10/7/2014 3:35:24 PM		\$109.20
	Invoice - 10/7/2014 3:35:29 PM		
	299-14		
	001-000-000-511-30-44-00	Official Publications	\$94.99
	Total Invoice - 10/7/2014 3:35:29 PM		\$94.99
	Invoice - 10/7/2014 3:35:31 PM		
	300-14		
	001-000-000-511-30-44-00	Official Publications	\$161.07
	Total Invoice - 10/7/2014 3:35:31 PM		\$161.07
	Invoice - 10/7/2014 4:25:44 PM		
	301-14		
	001-000-000-511-30-44-00	Official Publications	\$57.82
	Total Invoice - 10/7/2014 4:25:44 PM		\$57.82
Total 37025			\$423.08
37062		2014 - October - First meeting	
	Invoice - 10/8/2014 9:55:16 AM		
	316-14		
	001-000-000-511-30-44-00	Official Publications	\$57.82
	Total Invoice - 10/8/2014 9:55:16 AM		\$57.82
Total 37062			\$57.82
Total Chinook Observer			\$480.90
Cities Insurance Association of WA			\$480.90
37063		2014 - October - First meeting	
	Invoice - 10/8/2014 9:55:49 AM		
	136982		
	001-000-000-511-60-46-00	Insurances	\$30.50
	001-000-000-522-50-46-00	Insurance	\$39.51
	001-000-000-572-50-46-00	Insurance	\$45.14
	001-000-000-576-80-46-00	Insurance	\$9.51
	101-000-000-543-30-40-01	Insurance	\$5.83
	104-000-000-557-30-46-00	Heritage Museum - Insurance	\$22.86
	401-000-000-534-00-46-00	Insurance	\$77.92
	408-000-000-531-38-46-00	Insurance	\$2.77
	409-000-000-535-00-46-00	Insurance	\$57.56
	Total Invoice - 10/8/2014 9:55:49 AM		\$291.60
Total 37063			\$291.60
Total Cities Insurance Association of WA			\$291.60
City of Ilwaco			\$291.60
37026		2014 - October - First meeting	
	Invoice - 10/7/2014 4:17:12 PM		
	001-000-000-511-60-47-02	City Sewer - Museum	\$39.75
	001-000-000-514-20-47-02	Water - City Hall	\$50.69
	001-000-000-514-20-47-03	Sewer - City Hall	\$75.20
	001-000-000-514-20-47-04	Storm Drainage	\$25.11
	001-000-000-522-50-47-01	Water	\$183.19
	001-000-000-522-50-47-02	Sewer	\$287.06
	001-000-000-522-50-47-03	Storm Drainage	\$61.14
	001-000-000-572-50-47-01	City Water	\$156.58
	001-000-000-572-50-47-02	City Sewer	\$228.38
	001-000-000-572-50-47-03	Storm Drainage	\$9.84
	001-000-000-576-80-47-01	Water-Parks, Sprinklers,Blk Lake	\$181.93
	001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$50.48
	001-000-000-576-80-47-03	Storm Drainage	\$19.65
	409-000-000-535-00-47-02	Water	\$471.01
	409-000-000-535-00-47-03	Sewer	\$621.73
	409-000-000-535-00-47-05	Storm Drainage	\$29.48
	Total Invoice - 10/7/2014 4:17:12 PM		\$2,491.22
Total 37026			\$2,491.22
Total City of Ilwaco			\$2,491.22
City of Long Beach			\$2,491.22
37027		2014 - October - First meeting	
	Invoice - 10/7/2014 3:24:30 PM		
	Oct		
	001-000-000-521-10-50-00	Law Enforcement Contract	\$15,261.39
	Total Invoice - 10/7/2014 3:24:30 PM		\$15,261.39
Total 37027			\$15,261.39
Total City of Long Beach			\$15,261.39
Clatsop Power Equip Inc			\$15,261.39
37064		2014 - October - First meeting	
	Invoice - 10/8/2014 9:56:24 AM		
	124800		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$99.95
	Total Invoice - 10/8/2014 9:56:24 AM		\$99.95

Total 37064					\$99.95
Total Clatsop Power Equip Inc					\$99.95
C-More Pipe Services Co.					
37065					
			2014 - October - First meeting		
	Invoice - 10/8/2014 9:56:58 AM				
	14-1264-1				
	409-000-000-535-00-48-02	Annual Pipe Clean/tv Inspect			\$1,401.40
	Total Invoice - 10/8/2014 9:56:58 AM				\$1,401.40
Total 37065					\$1,401.40
Total C-More Pipe Services Co.					\$1,401.40
Coast Rehabilitation Services					\$1,401.40
37028					
			2014 - October - First meeting		
	Invoice - 10/7/2014 3:37:09 PM				
	645969				
	001-000-000-514-20-31-00	Office & Operating Supplies			\$35.00
	Total Invoice - 10/7/2014 3:37:09 PM				\$35.00
Total 37028					\$35.00
Total Coast Rehabilitation Services					\$35.00
Columbia River Marine Construction					
37029					
			2014 - October - First meeting		
	Invoice - 10/7/2014 3:37:38 PM				
	9/26/14				
	001-000-000-522-50-48-00	Repair & Maintenance			\$32.34
	Total Invoice - 10/7/2014 3:37:38 PM				\$32.34
Total 37029					\$32.34
Total Columbia River Marine Construction					\$32.34
Consolidated Supply Co.					
37066					
			2014 - October - First meeting		
	Invoice - 10/8/2014 9:59:50 AM				
	7042690.001				
	401-000-000-534-00-31-00	Operation & Maintenance			\$1,034.74
	Total Invoice - 10/8/2014 9:59:50 AM				\$1,034.74
Total 37066					\$1,034.74
Total Consolidated Supply Co.					\$1,034.74
Day Wireless Systems, Inc					
37030					
			2014 - October - First meeting		
	Invoice - 10/7/2014 3:38:19 PM				
	368616				
	001-000-000-522-10-42-00	Communication			\$66.96
	Total Invoice - 10/7/2014 3:38:19 PM				\$66.96
Total 37030					\$66.96
Total Day Wireless Systems, Inc					\$66.96
Dennis CO					
37067					
			2014 - October - First meeting		
	Invoice - 10/8/2014 10:03:20 AM				
	Sept 2014				
	101-000-000-543-30-30-00	Office And Operating			\$98.67
	401-000-000-534-00-31-00	Operation & Maintenance			\$126.50
	408-000-000-531-38-31-01	Operations & Maintenance			\$54.50
	409-000-000-535-00-31-01	Operations And Maintenance			\$54.11
	Total Invoice - 10/8/2014 10:03:20 AM				\$333.78
Total 37067					\$333.78
Total Dennis CO					\$333.78
Discovery Benefits					
37031					
			2014 - October - First meeting		
	Invoice - 10/7/2014 3:31:14 PM				
	489293-IN				
	001-000-000-514-20-31-00	Office & Operating Supplies			\$13.50
	Total Invoice - 10/7/2014 3:31:14 PM				\$13.50
Total 37031					\$13.50
Total Discovery Benefits					\$13.50
Englund Marine Supply Inc					
37068					
			2014 - October - First meeting		
	Invoice - 10/8/2014 10:06:36 AM				
	Sept 2014				
	001-000-000-522-10-31-00	Office & Operating Supplies			\$3.98
	001-000-000-576-80-48-00	Repairs & Maintenance			\$0.00
	101-000-000-543-30-30-00	Office And Operating			\$0.00
	401-000-000-534-00-31-00	Operation & Maintenance			\$0.00
	409-000-000-535-00-31-01	Operations And Maintenance			\$0.00
	Total Invoice - 10/8/2014 10:06:36 AM				\$3.98
	Invoice - 10/8/2014 10:06:55 AM				
	Sept 2014- Fire				
	001-000-000-514-20-31-00	Office & Operating Supplies			\$70.11
	101-000-000-543-30-30-00	Office And Operating			\$0.77
	401-000-000-534-00-31-00	Operation & Maintenance			\$295.93
	409-000-000-535-00-31-01	Operations And Maintenance			\$394.05
	Total Invoice - 10/8/2014 10:06:55 AM				\$760.86
Total 37068					\$764.84
Total Englund Marine Supply Inc					\$764.84
Evergreen Septic Service					
37032					
			2014 - October - First meeting		
	Invoice - 10/7/2014 3:38:54 PM				
	16670				
	001-000-000-576-80-47-02	Sewer-Parks, Black Lake			\$80.00
	Total Invoice - 10/7/2014 3:38:54 PM				\$80.00
Total 37032					\$80.00
37069					
			2014 - October - First meeting		

	Invoice - 10/8/2014 10:09:17 AM		
	16863		
	001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$80.00
	Total Invoice - 10/8/2014 10:09:17 AM		\$80.00
			\$80.00
			\$160.00
Total 37069			
Total Evergreen Septic Service			
Goulter Diamond Bar Ranch			
37033			
	2014 - October - First meeting		
	Invoice - 10/7/2014 3:28:07 PM		
	Oct		
	409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$1,333.33
	sludge site		
	Total Invoice - 10/7/2014 3:28:07 PM		\$1,333.33
			\$1,333.33
Total 37033			
Total Goulter Diamond Bar Ranch			
Gray & Osborne, Inc.			
37034			
	2014 - October - First meeting		
	Invoice - 10/7/2014 3:39:20 PM		
	14567-1		
	001-000-000-558-60-41-00	Planner Services	\$227.01
	Total Invoice - 10/7/2014 3:39:20 PM		\$227.01
	Invoice - 10/7/2014 3:39:50 PM		
	12555-26		
	401-000-000-594-34-41-01	Engineering - Plant	\$4,016.85
	Total Invoice - 10/7/2014 3:39:50 PM		\$4,016.85
	Invoice - 10/7/2014 3:40:44 PM		
	13437-18		
	101-000-000-595-10-41-04	Engineering - Elizabeth	\$327.64
	Total Invoice - 10/7/2014 3:40:44 PM		\$327.64
	Invoice - 10/7/2014 3:40:48 PM		
	14476-3		
	001-000-000-558-60-41-00	Planner Services	\$4,662.27
	Total Invoice - 10/7/2014 3:40:48 PM		\$4,662.27
			\$9,233.77
Total 37034			
Total Gray & Osborne, Inc.			
HD Fowler Company			
37035			
	2014 - October - First meeting		
	Invoice - 10/7/2014 3:42:23 PM		
	13742077		
	401-000-000-534-00-31-00	Operation & Maintenance	\$161.70
	Total Invoice - 10/7/2014 3:42:23 PM		\$161.70
	Invoice - 10/7/2014 3:42:30 PM		
	113741656		
	401-000-000-534-00-31-00	Operation & Maintenance	\$0.00
	401-000-000-534-00-31-00	Operation & Maintenance	\$279.92
	Total Invoice - 10/7/2014 3:42:30 PM		\$279.92
	Invoice - 10/7/2014 3:43:37 PM		
	13742075		
	401-000-000-534-00-31-00	Operation & Maintenance	\$606.70
	Total Invoice - 10/7/2014 3:43:37 PM		\$606.70
	Invoice - 10/7/2014 3:43:55 PM		
	13748783		
	401-000-000-594-64-34-01	Equipment	\$3,095.15
	Total Invoice - 10/7/2014 3:43:55 PM		\$3,095.15
	Invoice - 10/7/2014 4:27:06 PM		
	13737982		
	401-000-000-534-00-31-00	Operation & Maintenance	\$75.10
	Total Invoice - 10/7/2014 4:27:06 PM		\$75.10
			\$4,218.57
Total 37035			
37070			
	2014 - October - First meeting		
	Invoice - 10/8/2014 10:09:55 AM		
	13755502		
	401-000-000-594-64-34-01	Equipment	\$2,174.32
	Total Invoice - 10/8/2014 10:09:55 AM		\$2,174.32
	Invoice - 10/8/2014 10:11:41 AM		
	13755503		
	401-000-000-594-64-34-01	Equipment	\$408.24
	Total Invoice - 10/8/2014 10:11:41 AM		\$408.24
			\$2,582.56
Total 37070			
Total HD Fowler Company			
Heather Reynolds, Attorney			
37071			
	2014 - October - First meeting		
	Invoice - 10/8/2014 10:12:14 AM		
	Sept 2014		
	001-000-000-515-30-41-00	Legal Services	\$2,468.94
	Total Invoice - 10/8/2014 10:12:14 AM		\$2,468.94
			\$2,468.94
Total 37071			
Total Heather Reynolds, Attorney			
Hughes Fire Equipment Inc.			
37036			
	2014 - October - First meeting		
	Invoice - 10/7/2014 3:44:37 PM		
	487404		
	001-000-000-522-10-31-00	Office & Operating Supplies	\$78.03
	Total Invoice - 10/7/2014 3:44:37 PM		\$78.03
	Invoice - 10/7/2014 3:45:13 PM		
	488816		
	001-000-000-522-10-31-00	Office & Operating Supplies	\$123.84
	Total Invoice - 10/7/2014 3:45:13 PM		\$123.84

Total 37036			\$201.87
Total Hughes Fire Equipment Inc.			\$201.87
Humphrey Construction, Inc.			
37072		2014 - October - First meeting	
Invoice - 10/8/2014 10:14:12 AM			
1722			
001-000-000-594-62-14-00		Governmental Facility	\$17,517.50
Total Invoice - 10/8/2014 10:14:12 AM			\$17,517.50
Invoice - 10/8/2014 10:14:36 AM			
1723			
001-000-000-594-62-14-00		Governmental Facility	\$375.14
Total Invoice - 10/8/2014 10:14:36 AM			\$375.14
Total 37072			\$17,892.64
Total Humphrey Construction, Inc.			\$17,892.64
IFOCUS Consulting Inc.			
37073		2014 - October - First meeting	
Invoice - 10/8/2014 10:15:40 AM			
7664			
001-000-000-514-20-41-00		Professional Services	\$120.00
401-000-000-534-00-41-04		Professional Services - Computer	\$120.00
409-000-000-535-00-41-02		Professional Services - Computer	\$120.00
Total Invoice - 10/8/2014 10:15:40 AM			\$360.00
Total 37073			\$360.00
Total IFOCUS Consulting Inc.			\$360.00
Ilwaco Charter Association			
37037		2014 - October - First meeting	
Invoice - 10/7/2014 3:45:35 PM			
2014 allocation			
104-000-000-557-30-41-05		Ilwaco Charter Association	\$1,000.00
Total Invoice - 10/7/2014 3:45:35 PM			\$1,000.00
Total 37037			\$1,000.00
Total Ilwaco Charter Association			\$1,000.00
James Berglund			
37038		2014 - October - First meeting	
Invoice - 10/7/2014 3:46:09 PM			
9/24/14			
001-000-000-522-10-31-00		Office & Operating Supplies	\$42.80
Total Invoice - 10/7/2014 3:46:09 PM			\$42.80
Total 37038			\$42.80
Total James Berglund			\$42.80
John Bageant			
37039		2014 - October - First meeting	
Invoice - 10/7/2014 3:33:00 PM			
Reimburse parts for lights			
001-000-000-522-10-31-00		Office & Operating Supplies	\$43.88
Total Invoice - 10/7/2014 3:33:00 PM			\$43.88
Total 37039			\$43.88
Total John Bageant			\$43.88
John Deere Financial			
37040		2014 - October - First meeting	
Invoice - 10/7/2014 3:46:43 PM			
10/18/14			
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	\$82.23
Total Invoice - 10/7/2014 3:46:43 PM			\$1,082.23
Total 37040			\$1,082.23
Total John Deere Financial			\$1,082.23
K & L Supply, Inc.			
37074		2014 - October - First meeting	
Invoice - 10/8/2014 11:37:40 AM			
38052			
401-000-000-534-00-31-00		Operation & Maintenance	\$313.20
Total Invoice - 10/8/2014 11:37:40 AM			\$313.20
Total 37074			\$313.20
Total K & L Supply, Inc.			\$313.20
Kubwater Resources Inc.			
37041		2014 - October - First meeting	
Invoice - 10/7/2014 3:47:36 PM			
04301			
409-000-000-535-00-31-02		Chemicals	\$1,373.66
Total Invoice - 10/7/2014 3:47:36 PM			\$1,373.66
Total 37041			\$1,373.66
Total Kubwater Resources Inc.			\$1,373.66
Lawson Products			
37042		2014 - October - First meeting	
Invoice - 10/7/2014 3:48:27 PM			
9302723187			
001-000-000-576-80-31-00		Office & Operating Supplies	\$22.10
401-000-000-534-00-31-00		Operation & Maintenance	\$22.09
408-000-000-531-38-31-01		Operations & Maintenance	\$22.09
409-000-000-535-00-31-01		Operations And Maintenance	\$22.09
Total Invoice - 10/7/2014 3:48:27 PM			\$88.37
Total 37042			\$88.37
Total Lawson Products			\$88.37
LEAF			
37043		2014 - October - First meeting	
Invoice - 10/7/2014 3:48:05 PM			
5258943			

		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 - 10/7/2014 3:48:05 PM		\$129.88
Total LEAF	Total 37043			\$129.88
Mckee, Dave	37075		2014 - October - First meeting	
		Invoice - 10/8/2014 10:02:33 AM		
		reimburse conference		
		101-000-000-543-30-30-00	Office And Operating	\$47.81
		Total Invoice - 10/8/2014 10:02:33 AM		\$47.81
Total Mckee, Dave	Total 37075			\$47.81
McMillan, Elaine	37044		2014 - October - First meeting	
		Invoice - 10/7/2014 3:32:18 PM		
		WFOA Conference		
		001-000-000-514-20-43-00	Travel/Meals/Lodging	\$551.84
		Total Invoice - 10/7/2014 3:32:18 PM		\$551.84
Total McMillan, Elaine	Total 37044			\$551.84
Michael S. Turner	37045		2014 - October - First meeting	
		Invoice - 10/7/2014 3:27:53 PM		
		Oct		
		001-000-000-512-50-40-03	Municipal Court Services	\$412.00
		Court services		
		Total Invoice - 10/7/2014 3:27:53 PM		\$412.00
Total Michael S. Turner	Total 37045			\$412.00
Nancy McAllister	37046		2014 - October - First meeting	
		Invoice - 10/7/2014 3:27:16 PM		
		Oct		
		001-000-000-512-50-40-03	Municipal Court Services	\$412.00
		Court services		
		Total Invoice - 10/7/2014 3:27:16 PM		\$412.00
Total Nancy McAllister	Total 37046			\$412.00
Naselle Rock & Asphalt	37076		2014 - October - First meeting	
		Invoice - 10/8/2014 10:16:05 AM		
		24788		
		101-000-000-542-70-31-00	Roadside Operating	\$236.21
		Total Invoice - 10/8/2014 10:16:05 AM		\$236.21
Total Naselle Rock & Asphalt	Total 37076			\$236.21
Northstar Chemical, Inc.	37047		2014 - October - First meeting	
		Invoice - 10/7/2014 3:50:22 PM		
		54929		
		401-000-000-534-00-31-01	Chemicals	\$1,423.40
		Total Invoice - 10/7/2014 3:50:22 PM		\$1,423.40
Total Northstar Chemical, Inc.	Total 37047			\$1,423.40
Oman & Son	37077		2014 - October - First meeting	
		Invoice - 10/8/2014 10:16:41 AM		
		Sept 2014		
		001-000-000-522-10-31-00	Office & Operating Supplies	\$152.68
		101-000-000-542-70-31-00	Roadside Operating	\$37.72
		Total Invoice - 10/8/2014 10:16:41 AM		\$190.40
Total Oman & Son	Total 37077			\$190.40
One Call Concepts, Inc.	37078		2014 - October - First meeting	
		Invoice - 10/8/2014 10:18:00 AM		
		4099066		
		101-000-000-543-30-30-00	Office And Operating	\$2.39
		401-000-000-534-00-31-00	Operation & Maintenance	\$2.39
		409-000-000-535-00-31-01	Operations And Maintenance	\$2.39
		Total Invoice - 10/8/2014 10:18:00 AM		\$7.17
Total One Call Concepts, Inc.	Total 37078			\$7.17
Pacific Art & Office Supply	37079		2014 - October - First meeting	
		Invoice - 10/8/2014 10:19:36 AM		
		4845 - notary stamp		
		001-000-000-514-20-31-00	Office & Operating Supplies	\$45.82
		Total Invoice - 10/8/2014 10:19:36 AM		\$45.82
Total Pacific Art & Office Supply	Total 37079			\$45.82
Pacific CO Auditor	37080		2014 - October - First meeting	

	Invoice - 10/8/2014 10:18:25 AM		
	lien - Baker		
	409-000-000-535-00-31-01	Operations And Maintenance	\$64.00
	Total Invoice - 10/8/2014 10:18:25 AM		\$64.00
	Invoice - 10/8/2014 10:18:46 AM		
	lien - Rew		
	409-000-000-535-00-31-01	Operations And Maintenance	\$64.00
	Total Invoice - 10/8/2014 10:18:46 AM		\$64.00
Total 37080			\$128.00
Total Pacific CO Auditor			\$128.00
Pacific County DCD			
37081			
		2014 - October - First meeting	
	Invoice - 10/8/2014 10:20:52 AM		
	449		
	401-000-000-534-00-31-00	Operation & Maintenance	\$490.00
	Total Invoice - 10/8/2014 10:20:52 AM		\$490.00
Total 37081			\$490.00
Total Pacific County DCD			\$490.00
Pacific County Treasurer			
37082			
		2014 - October - First meeting	
	Invoice - 10/8/2014 10:21:34 AM		
	Sept 2014		
	001-000-000-512-50-40-03	Municipal Court Services	\$200.00
	Total Invoice - 10/8/2014 10:21:34 AM		\$200.00
	Invoice - 10/8/2014 11:50:01 AM		
	August 2014		
	001-000-000-512-50-40-03	Municipal Court Services	\$200.00
	Total Invoice - 10/8/2014 11:50:01 AM		\$200.00
Total 37082			\$400.00
Total Pacific County Treasurer			\$400.00
Peninsula Sanitation Service, Inc.			
37083			
		2014 - October - First meeting	
	Invoice - 10/8/2014 10:21:53 AM		
	001-000-000-514-20-47-01	Garbage Bills	\$293.39
	409-000-000-535-00-47-04	Garbage Services	\$82.02
	Total Invoice - 10/8/2014 10:21:53 AM		\$375.41
Total 37083			\$375.41
Total Peninsula Sanitation Service, Inc.			\$375.41
Pink Poppy Bakery			
37048			
		2014 - October - First meeting	
	Invoice - 10/7/2014 3:51:02 PM		
	711501		
	101-000-000-543-30-30-00	Office And Operating	\$60.00
	Total Invoice - 10/7/2014 3:51:02 PM		\$60.00
Total 37048			\$60.00
Total Pink Poppy Bakery			\$60.00
Pitney Bowes			
37084			
		2014 - October - First meeting	
	Invoice - 10/8/2014 10:22:16 AM		
	October 2014		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$166.68
	401-000-000-534-00-31-06	Office & Customer Service	\$166.66
	409-000-000-535-00-31-08	Office Supplies & Customer Service	\$166.66
	Total Invoice - 10/8/2014 10:22:16 AM		\$500.00
Total 37084			\$500.00
Total Pitney Bowes			\$500.00
Propel Insurance			
37049			
		2014 - October - First meeting	
	Invoice - 10/7/2014 3:52:05 PM		
	321474		
	001-000-000-511-60-46-00	Insurances	\$161.82
	001-000-000-522-50-46-00	Insurance	\$209.62
	001-000-000-572-50-46-00	Insurance	\$239.48
	001-000-000-576-80-46-00	Insurance	\$50.43
	101-000-000-543-30-40-01	Insurance	\$30.94
	104-000-000-557-30-46-00	Heritage Museum - Insurance	\$121.28
	401-000-000-534-00-46-00	Insurance	\$413.36
	408-000-000-531-38-46-00	Insurance	\$14.70
	409-000-000-535-00-46-00	Insurance	\$305.37
	Total Invoice - 10/7/2014 3:52:05 PM		\$1,547.00
Total 37049			\$1,547.00
Total Propel Insurance			\$1,547.00
Sid's IGA			
37085			
		2014 - October - First meeting	
	Invoice - 10/8/2014 10:23:31 AM		
	001-000-000-522-10-31-00	Office & Operating Supplies	\$11.97
	401-000-000-534-00-31-00	Operation & Maintenance	\$13.10
	Total Invoice - 10/8/2014 10:23:31 AM		\$25.07
Total 37085			\$25.07
Total Sid's IGA			\$25.07
Sunset Auto Parts Inc.			
37086			
		2014 - October - First meeting	
	Invoice - 10/8/2014 11:14:14 AM		
	923-810883		
	001-000-000-522-10-31-00	Office & Operating Supplies	\$28.98
	Total Invoice - 10/8/2014 11:14:14 AM		\$28.98
	Invoice - 10/8/2014 11:29:14 AM		
	Sept 2014		

		101-000-000-543-30-00	Office And Operatinq	\$86.69
		401-000-000-534-00-31-00	Operation & Maintenance	\$111.98
		408-000-000-531-38-31-01	Operations & Maintenance	\$86.69
		409-000-000-535-00-31-01	Operations And Maintenance	\$346.50
		Total Invoice - 10/8/2014 11:29:14 AM		\$631.86
Total 37086				\$660.84
Total Sunset Auto Parts Inc.				\$660.84
Tidy By The Sea, LLC				
37050				
			2014 - October - First meeting	
		Invoice - 10/7/2014 3:28:29 PM		
		Oct		
		001-000-000-514-20-31-00	Office & Operatina Supplies	\$80.00
		001-000-000-522-10-31-00	Office & Operatina Supplies	\$40.00
		001-000-000-572-50-41-00	Custodian Library	\$335.00
		Total Invoice - 10/7/2014 3:28:29 PM		\$455.00
Total 37050				\$455.00
Total Tidy By The Sea, LLC				\$455.00
Tire Hut				
37087				
			2014 - October - First meeting	
		Invoice - 10/8/2014 10:24:43 AM		
		5686		
		001-000-000-576-80-48-00	Repairs & Maintenance	\$297.41
		401-000-000-534-00-48-00	Vehicle Repairs/Maintenance	\$297.41
		408-000-000-531-38-31-01	Operations & Maintenance	\$297.41
		409-000-000-535-00-48-01	Repairs And Maintenance	\$297.41
		Total Invoice - 10/8/2014 10:24:43 AM		\$1,189.64
Total 37087				\$1,189.64
Total Tire Hut				\$1,189.64
USA Blue Book				
37088				
			2014 - October - First meeting	
		Invoice - 10/8/2014 10:25:57 AM		
		456253		
		401-000-000-534-00-31-00	Operation & Maintenance	\$572.17
		Total Invoice - 10/8/2014 10:25:57 AM		\$572.17
Total 37088				\$572.17
Total USA Blue Book				\$572.17
Verizon Wireless				
37051				
			2014 - October - First meeting	
		Invoice - 10/7/2014 3:52:24 PM		
		9732347422		
		401-000-000-534-00-42-00	Communications	\$91.61
		Total Invoice - 10/7/2014 3:52:24 PM		\$91.61
Total 37051				\$91.61
Total Verizon Wireless				\$91.61
Visa				
37089				
			2014 - October - First meeting	
		Invoice - 10/8/2014 10:44:24 AM		
		001-000-000-514-20-31-00	Office & Operatina Supplies	\$101.33
		401-000-000-534-00-32-00	Gasoline	\$56.01
		Total Invoice - 10/8/2014 10:44:24 AM		\$157.34
		Invoice - 10/8/2014 10:46:07 AM		
		001-000-000-514-20-31-00	Office & Operatina Supplies	\$97.01
		001-000-000-514-20-31-00	Office & Operatina Supplies	\$15.55
		001-000-000-514-20-31-00	Office & Operatina Supplies	\$107.79
		401-000-000-534-00-31-00	Operation & Maintenance	\$15.55
		401-000-000-534-00-31-00	Operation & Maintenance	\$7.00
		409-000-000-535-00-31-08	Office Supplies & Customer Service	\$15.55
		Total Invoice - 10/8/2014 10:46:07 AM		\$258.45
Total 37089				\$415.79
Total Visa				\$415.79
Vision Municipal Solutions, Llc				
37090				
			2014 - October - First meeting	
		Invoice - 10/8/2014 10:35:56 AM		
		2582		
		401-000-000-534-00-31-06	Office & Customer Service	\$192.29
		408-000-000-531-38-31-01	Operations & Maintenance	\$100.00
		409-000-000-535-00-31-08	Office Supplies & Customer Service	\$192.29
		Total Invoice - 10/8/2014 10:35:56 AM		\$484.58
Total 37090				\$484.58
Total Vision Municipal Solutions, Llc				\$484.58
WA State Dept. of Ecology				
37052				
			2014 - October - First meeting	
		Invoice - 10/7/2014 3:53:55 PM		
		2015-DSPA240522		
		401-000-000-534-00-31-04	Annual Permit Fees	\$881.00
		Total Invoice - 10/7/2014 3:53:55 PM		\$881.00
Total 37052				\$881.00
37091				
			2014 - October - First meeting	
		Invoice - 10/8/2014 10:27:44 AM		
		10/15/14 L1300001		
		403-000-000-397-00-00-07	Transfer-Sewer DOE	(\$107,833.35)
		403-000-000-591-35-78-00	DOE SRF L1300001- Principal	\$65,473.67
		403-000-000-592-35-83-00	DOE SRF L1300001- Interest	\$42,359.68
		409-000-000-597-00-00-04	Wwtp - TO 403 Srf Redemption	\$107,833.35
		Total Invoice - 10/8/2014 10:27:44 AM		\$107,833.35
Total 37091				\$107,833.35
Total WA State Dept. of Ecology				\$108,714.35
WA State Dept. of Health				

37092		2014 - October - First meeting	
	Invoice - 10/8/2014 11:38:24 AM		
	SW1160		
	401-000-000-534-00-41-00	Professional Services	\$1,938.00
	Total Invoice - 10/8/2014 11:38:24 AM		\$1,938.00
Total 37092			\$1,938.00
Total WA State Dept. of Health			\$1,938.00
Wadsworth Electric			\$1,938.00
37053		2014 - October - First meeting	
	Invoice - 10/7/2014 3:52:58 PM		
	20042		
	401-000-000-534-00-41-03	Professional Services - Electrician	\$776.43
	Total Invoice - 10/7/2014 3:52:58 PM		\$776.43
Total 37053			\$776.43
37093		2014 - October - First meeting	
	Invoice - 10/8/2014 10:26:23 AM		
	20043		
	409-000-000-535-00-41-01	Professional Services - Electrician	\$2,885.41
	Total Invoice - 10/8/2014 10:26:23 AM		\$2,885.41
Total 37093			\$2,885.41
Total Wadsworth Electric			\$2,885.41
Walter E. Nelson Co. of Astoria			\$3,661.84
37094		2014 - October - First meeting	
	Invoice - 10/8/2014 10:39:14 AM		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$33.67
	001-000-000-576-80-31-00	Office & Operating Supplies	\$200.00
	401-000-000-534-00-31-06	Office & Customer Service	\$33.66
	409-000-000-535-00-31-08	Office Supplies & Customer Service	\$33.66
	Total Invoice - 10/8/2014 10:39:14 AM		\$300.99
Total 37094			\$300.99
Total Walter E. Nelson Co. of Astoria			\$300.99
Whitney Equipment Company, Inc.			\$300.99
37054		2014 - October - First meeting	
	Invoice - 10/7/2014 3:55:13 PM		
	76941		
	409-000-000-594-64-35-03	Pump	\$60,638.21
	Total Invoice - 10/7/2014 3:55:13 PM		\$60,638.21
Total 37054			\$60,638.21
Total Whitney Equipment Company, Inc.			\$60,638.21
Wilcox & Flegel Oil Co.			\$60,638.21
37055		2014 - October - First meeting	
	Invoice - 10/7/2014 3:56:02 PM		
	0619463-IN		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$12.82
	101-000-000-543-30-30-01	Gasoline & Oil Products	\$12.81
	401-000-000-534-00-32-00	Gasoline	\$12.81
	408-000-000-531-38-32-00	Gas/Oil Products	\$12.81
	409-000-000-535-00-32-00	Gas/oil Products	\$12.81
	Total Invoice - 10/7/2014 3:56:02 PM		\$64.06
Total 37055			\$64.06
37095		2014 - October - First meeting	
	Invoice - 10/8/2014 10:56:21 AM		
	CL52488-IN		
	001-000-000-522-10-32-00	Gasoline	\$194.78
	Total Invoice - 10/8/2014 10:56:21 AM		\$194.78
	Invoice - 10/8/2014 11:06:25 AM		
	CL52487-IN		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$161.07
	101-000-000-543-30-30-01	Gasoline & Oil Products	\$165.61
	401-000-000-534-00-32-00	Gasoline	\$841.93
	408-000-000-531-38-32-00	Gas/Oil Products	\$161.07
	409-000-000-535-00-32-00	Gas/oil Products	\$417.46
	Total Invoice - 10/8/2014 11:06:25 AM		\$1,747.14
Total 37095			\$1,941.92
Total Wilcox & Flegel Oil Co.			\$2,005.98
William R. Penoyar, Attorney at Law			\$2,005.98
37056		2014 - October - First meeting	
	Invoice - 10/7/2014 3:26:57 PM		
	Oct		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Total Invoice - 10/7/2014 3:26:57 PM		\$412.00
Total 37056			\$412.00
Total William R. Penoyar, Attorney at Law			\$412.00
Grand Total	Vendor Count	67	\$264,610.69

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpchief@centurytel.net

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

10-01-14

Page 1 of 2

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for September 2014

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

Long Beach

901 Total Incidents

Aid Call Assists: 4

Alarms: 11

Animal Complaints: 26

Assaults: 7

Assists: 89

(Includes 12 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 0

Disturbance: 40

Drug Inv.: 6

Fire Call Assists: 7

Follow Up: 133

Found/Lost Property: 24

Harassment: 10

Malicious Mischief: 7

MIP – Alcohol: 6

MIP – Tobacco: 0

Missing Person: 2

Prowler: 4

Runaway: 2

Security Checks: 156

Suspicious: 32

Thefts: 9

Traffic Accidents: 8

Traffic Complaints: 14

Traffic Tickets: 65

Traffic Warnings: 198

Trespass: 7

Warrant Contacts: 20

Welfare Checks: 14

Ilwaco

348 Total Incidents

Aid Call Assists: 1

Alarms: 4

Animal Complaints: 5

Assaults: 5

Assists: 45

Burglaries: 1

Disturbance: 11

Drug Inv.: 6

Fire Call Assists: 2

Follow Up: 71

Found/Lost Property: 9

Harassment: 0

Malicious Mischief: 2

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Person: 0

Prowler: 2

Runaway: 1

Security Checks: 113

Suspicious: 15

Thefts: 3

Traffic Accidents: 2

Traffic Complaints: 6

Traffic Tickets: 7

Traffic Warnings: 18

Trespass: 7

Warrant Contacts: 8

Welfare Checks: 4

Rod Run Weekend, September 5th – 7th, went well. I brought down 25 extra officers for the weekend. The crowds were large and well behaved. We issued 42 citations over the course of the weekend. That was up from last year when we only issued 12. Even though the number of citations was higher I still am pleased with the way the crowds behaved. For some reason this year we had a very high number of suspended drivers down for the weekend. We issued 11 driving while suspended tickets this year and none last year. We issued 2 negligent driving tickets this year compared to 3 in 2013. We issued 2 MIP tickets and one contributing alcohol to a minor ticket this year. We had none of those last year. There was one assault reported this year. There were none last year. The slow drag event in Ilwaco was absolutely no problem. Traffic in Long Beach started to clear out around 11:00 PM on Saturday night. Again, overall I am very pleased with how the weekend went. It should be noted that approx. 125 verbal warnings were issued as well.

I attended training on September 17th. The class was titled “The Ultimate Leader”. It dealt with such topics as delegating leadership, developing the enthusiastic beginner, dealing with the disillusioned learner and recognizing and developing my own style of leadership.

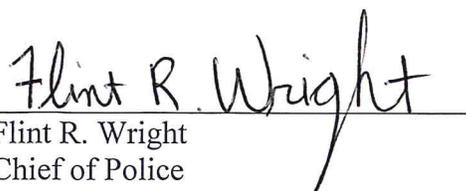
On the 18th I, along with members of the department, attended a dinner put on by the Elks. The dinner was for area first responders. I was asked to give a short speech. It was a very nice evening.

Child Protection Services worker Josh Jewell gave a class to the department on September 19th. He talked about new response systems that CPS is going to implement in 2015.

On the 21st the department held a department picnic for officers and family members.

On September 27th Officer Casey Meling participated in a DEA prescription drug take back event. This event is held twice a year. Approx. 107 pounds of prescription drugs were turned in to be destroyed by the DEA.

I attended training on the 30th. The class was sponsored by the Washington Cities Insurance Authority and was a law enforcement liability update.


Flint R. Wright
Chief of Police

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing: 9/22/14
 Council Discussion Item: 9/22/14 Council Business Item: 10/13/14

B. Issue/Topic: **Proposed Marijuana Legislation, amendments to Title 15 of IMC**

C. Sponsor(s):

1. Cassinelli
2. Crater

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

1. This legislation is the result of Washington State Voters approving I-502 for the Production, Processing and Sale of Recreational Marijuana. As a result, I-502 uses became a legal land use within the state. In response to I-502, the Mayor and City Council directed the City Planner to work with the City Planning Commission to develop land use regulations to be included in Title 15 (Unified Development Ordinance) to control these uses within Ilwaco. The proposed regulations before you have been reviewed and approved by the Planning Commission, City Attorney, Chief of Police, City Planner and were previously reviewed by Council on June 9, 2014. The Planning Commission held two public hearings at their regular scheduled meetings times on January 21st and February 18th, with no input from the public. The legislation was sent to the Department of Commerce in late June and has met the 60-day notice regulations. Another note is that the current marijuana moratorium will expire on November 12th, 2014.

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

The intent of the proposed legislation is to combine state law with city code and to properly site recreational marijuana land uses within the City's existing zoning districts. The proposed regulations cite both state law and additional regulations that were necessary to promote the intent of the Ilwaco Comprehensive Plan and the Health, Safety, and Welfare of the City. The proposed regulations are a result of the City Planner working adjacent jurisdictional Planning Departments in both Long Beach and Pacific County during the development process.

The pros to adopting these new and unique regulations are that it provides specific zoning standards for these new uses to site within the city, which will promote economic development, provide new local jobs, and an increase in citizens patronizing existing businesses within the city.

The cons are that these marijuana uses are still considered illegal under federal law and may be seen by some community members as negatively affecting the Health, Safety and Welfare of our City. It should be noted that the November 6, 2012 General Election results showed the citizens of Ilwaco voted 263 to 218 in favor of I-502. The same election results showed that 54.2% of the 10,500 voters approved I-502 in Pacific County as a whole. State election

results showed that out of the 3,095,444 voters who turned out, 55.7% of the voters were in favor of I-502. Since the General Election of 2012, the State has codified marijuana regulations into state law and the Washington State Liquor Control Board has been charged with administering the licensing of these uses.

If the Council has any recommendations for this legislation please let the City Planner know.

F. Impacts:

1. Fiscal: None
2. Legal: The City attorney has reviewed this legislation
3. Personnel:
4. Service/Delivery:

G. Planning Commission: Recommended N/A Public Hearing 9/22/14

H. Time Constraints/Due Dates: The moratorium will expire on November 12th, 2014.

I. Proposed Motion: **I move to adopt the ordinance amending Chapter 15 of the Ilwaco Municipal Code and adding the proposed legislation “Part 3 – Zoning, Chapter 15.60 – Marijuana Related Uses.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING
CHAPTER 15 OF THE ILWACO MUNICIPAL CODE AND ADDING NEW
LEGISLATION PART 3 – ZONING CHAPTER 15.60 MARIJUANA RELATED USES**

WHEREAS, Initiative 502 was passed by the voters of the State of Washington in November 2012 providing a framework whereby marijuana producers, processors and retailers can become licensed by the State of Washington; and

WHEREAS, under Initiative 502, the Washington State Liquor Control Board (WSLCB) adopted regulations governing the licensing and operation of marijuana producers, processors and retailers on October 16, 2013, and the rules became effective November 16, 2013; and

WHEREAS, it is anticipated that the production, processing and retail sales of recreational marijuana may cause an increased risk to health and safety, require increased police and code enforcement activities, and affect the use and enjoyment of surrounding properties without appropriate regulations; and

WHEREAS, the City Council deems it to be in the public interest to establish legislation that regulates the production, processing and retail sales of recreational marijuana

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

Section 1: A new Chapter of the Ilwaco Municipal Code will be named here as the Chapter 15 Part 3 Zoning Chapter 15.60 Marijuana Related Uses it is to read as follows:

CHAPTER 15.60 CITY OF ILWACO MARIJUANA RELATED USES:

15.60.010 Intent.

The purpose of this chapter is to establish zoning regulations on siting and operating of any structure, activity, or use relating to Marijuana production, processing, and retailing associated with recreational Marijuana licensed facilities in accordance with Title 69 RCW, and subject to the requirements of Chapter 314-55 WAC. The intent of this chapter is to adequately separate such uses that may be incompatible with adjacent land uses by establishing criteria to address public health, safety, and zoning impacts from such uses regulated under this chapter. This chapter is in no way intended to allow activities or uses that are not specifically permitted or licensed by the Washington State Liquor Control Board or otherwise regulated and controlled under the jurisdiction and authority of applicable federal regulations.

15.60.020 Definitions.

The following definitions apply to this chapter specifically, to include those found in section 15.04.020 of Title 15 (Unified Development Ordinance). Additional definitions related to marijuana businesses are contained in WAC 314-55-010 and RCW 69.50.101 as amended.

“Marijuana” or "marihuana" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

“Marijuana-Infused Products” means products that contain marijuana or marijuana extracts and are intended for human use.

“Marijuana Processor” means a person licensed by the state liquor control board to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in a retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.

“Marijuana Producer” means a person licensed by the state liquor control board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

“Marijuana Retailer” means a person licensed by the state liquor control board to sell useable marijuana and marijuana-infused products.

“Secured greenhouse” means a building or structure constructed of security glass, glasslike or translucent material similar to security glass, which prevents entry upon breakage and/or damage. Greenhouses used for marijuana production shall be viewed as a light industrial structure under the adopted building code for the city.

“Security lighting” means lighting intended to reduce the risk of personal attack, discourage intruders, vandals or burglars, and to facilitate active surveillance of an area by the owner and/or city law enforcement officers.

“Security System” means a professionally installed alarm system with the ability to alert a 24 hour off-site monitoring center having the capability to notify local police and/or 911 dispatch center of security breaches. Security system is also defined under WAC 314-55-083 (2) and (3) as being an “alarm systems” or “surveillance system” and are considered as being included in this definition.

“THC” is an abbreviation for tetrahydrocannabinol: the active ingredient in cannabis, giving it its narcotic a psychoactive effects

"Useable marijuana" means dried marijuana flowers. The term "useable marijuana" does not include marijuana-infused products.

15.60.030 State Licensed Facilities.

The following regulations apply to marijuana related businesses licensed by the Washington State Liquor Control Board.

- A. Businesses that are licensed to produce, process, or sell marijuana shall be subject to all applicable standards of the City of Ilwaco Unified Development Ordinance (Title 15).
- B. Measures shall be implemented to prevent adverse health and safety effects to persons lawfully present on nearby properties that might be impacted by odors, noise, noxious gases, light, smoke and security.
- C. Outside lighting shall be shielded or positioned to prevent glare impacts to nearby properties.
- D. Security measures set forth in WAC314-55-083 and this chapter must be met prior to the start of operations.
- E. All licensed marijuana production, processing, and retail facilities shall have a security system installed prior to the start of operation in accordance with this chapter and WAC 314-55-083 as amended.
- F. Businesses that are licensed to produce, process, or sell marijuana shall not be located within one thousand feet of the perimeter of the grounds of any of the following entities. The distance shall be measured along the most direct route over or across established public walks, streets, or other public passageway between the proposed building/business locations to the perimeter of the grounds of the entities listed below as defined in WAC 314-55-010.
 - 1. Elementary or secondary school
 - 2. Playground,
 - 3. Recreation center or facility
 - 4. Child care center, including a child care center located in churches;
 - 5. Public
 - 6. Public transit center;
 - 7. Library;
 - 8. Game arcade;
 - 9. Any parcel containing a marijuana retail business.
- G. Businesses that are licensed to produce, process, or sell marijuana are prohibited from locating in zones not identified below for each specific use.
- H. Outdoor Advertising.

1. One sign, not exceeding 1,600 square inches (11.1 square feet) that is visible to the general public from a public right-of-way shall be permitted for advertising purposes. Advertising sign shall be subject to the standards of the Washington State Liquor Control Board and standards/processes under Chapter 15.45 of the Unified Development Ordinance of Ilwaco (Title 15), whichever is more restrictive.
2. “Minors restricted signs” shall be posted at all marijuana licensed premises.
3. Off premise signage is prohibited.

I. Federal Regulations.

State licensed marijuana producers, processors, and retailers are subject to applicable federal regulations in addition to the regulations of this chapter and those imposed by the Washington State Liquor Control Board. Issuance of a “zoning permit” by the City of Ilwaco under this chapter to operate a state licensed marijuana producer, processor and retailer within city jurisdiction does not constitute an exemption from federal laws nor does it authorize the use of a federally controlled substance regulated under the Controlled Substances Act by the City.

J. Marijuana Licensed Retailer.

State licensed marijuana retailers may locate within the City of Ilwaco pursuant to the following restrictions.

1. Marijuana licensed retail establishments may be permitted with a Conditional Use Permit in the following zoning districts: Core Commercial District (C-1) Zone and Low Density Commercial District (C-2) Zone.
2. Marijuana retailer licensee may sell usable marijuana, marijuana infused products, and marijuana paraphernalia between the hours of 8 a.m. and 8 p.m.
3. A marijuana licensed retailer shall not locate in a building in which a non-conforming retail use has been established in any zone other than those referenced in sub-section (1).
4. A Marijuana licensed retailer shall not be located within 200 feet of the perimeter of the grounds of any lot in a residential zone.
5. Marijuana licensed retailer shall be subject to the following:
 - a. Outside security lighting shall be installed which fully illuminates building access points such as doors and windows. Security lighting is not to be directed onto public roads or adjacent properties.
 - b. Storage of usable marijuana and/or products outside of the primary retail building is prohibited.

- c. Businesses must front state highways or main streets.
- d. Parking areas shall be well lit and contain no benches, tables, or chairs placed on site by the licensee.
- e. Marijuana retail stores shall not occupy a residential structure that has been converted into a commercial use where the structure still appears to be a residential home.

K. Marijuana licensed processors.

State licensed marijuana processors may locate within the City of Ilwaco pursuant to the following restrictions.

1. A marijuana licensed processor may be permitted with a Conditional Use Permit in the following zoning districts: Low Density Commercial District (C-2) Zone and Light Industrial District (M-1) Zone.

2. A marijuana licensed processor shall not locate on a site or in a building in which a non-conforming processing use has been established in any zone other than those referenced in sub-section (1) above.

3. A marijuana licensed processor shall not be located within 200 feet of the perimeter of the grounds of any lot in a residential (R) zone.

4. Marijuana licensed process or shall be subject to the following:

a. Outside security lighting shall be installed which fully illuminates building access points such as doors and windows. Security lighting is not to be directed onto public roads or adjacent properties.

b. Storage of usable marijuana and/or products outside of a fully enclosed and secured building is prohibited, except as allowed within an outside storage area during hours of operation.

c. Outside storage areas associated with the processing of marijuana shall be positioned to the back half of the property and be fully enclosed by an eight foot chain-link fence to include privacy screening. The top of the fence shall have three spans of barbed wire strung and spaced equally apart over 12 vertical inches and angled at a 45 degree away from the center (excluding corner posts) on both sides. One spiral wound and clipped at the spiral overlaps shall be placed horizontally along the top of the fence between the two 45 degree angled barbed wire strands. An equivalent alternative may be substituted for chain-link fence with approval of the city planner and chief of police or their designees. Outside storage areas shall be fully illuminated at night during hours of operation when used for temporary storage of marijuana and marijuana products.

d. Marijuana processors shall not occupy a residential structure that has been converted into a commercial use where the structure still appears to be a residential home.

L. Marijuana Licensed Producers.

State licensed marijuana producers may locate within the City of Ilwaco pursuant to the following restrictions.

1. Marijuana licensed producers may be permitted with a Conditional Use Permit in the following zoning districts: Low Density Commercial District (C-2) Zone and Light Industrial District (M-1) Zone.

2. Marijuana licensed producers shall not locate on a site or in a building in which a non-conforming production use has been established in any location or zone other than those referenced in sub-section (1) above.

3. A marijuana licensed producer shall not be located within 200 feet of the perimeter of the grounds of any lot in a residential zone.

4. Marijuana licensed producers shall be subject to the following:

a. Outside security lighting shall be installed which fully illuminates building access points such as doors and windows. Security lighting is not to be directed onto public roads or adjacent properties.

b. Storage of usable marijuana and/or products outside of a fully enclosed and secured building is prohibited, except as allowed within an outside storage area during hours of operation.

c. Outside storage areas associated with the production of marijuana shall be positioned to the back half of the property and be fully enclosed by an eight foot chain-link fence to include privacy screening. The top of the fence shall have three spans of barbed wire strung and spaced equally apart over 12 vertical inches and angled at a 45 degree away from the center (excluding corner posts) on both sides. One spiral wound and clipped at the spiral overlaps shall be placed horizontally along the top of the fence between the two 45 degree angled barbed wire strands. an equivalent alternative may be substituted for chain-link fence, with approval of the city planner and chief of police or their designees. Outside storage areas shall be fully illuminated at night during hours of operation.

d. Growing of marijuana shall take place within a fully enclosed secure indoor facility or fully "secured greenhouse". Growing of marijuana outside of a secured indoor facility is prohibited within city limits.

e. Marijuana licensed indoor production facilities shall be limited to 10,000 square feet of production space.

f. Marijuana licensed producers shall not occupy a residential structure that has been converted into a commercial use where the structure still appears to be a residential home.

M. Nuisance Abatement.

In addition to any other available enforcement action, remedy or penalty under Title 15 (Unified Development Ordinance), any violation of this Chapter is declared to be a public nuisance and subject to Chapter 8.18 of Title 8 (Health and Safety) of the Ilwaco Municipal Code.

15.60.040 Site Security and Approval.

In additional to all approvals necessary under Title 15 of the Unified Development Ordinance, all marijuana uses shall have site security measures reviewed and approved by the chief of police or designee prior to start of operations. Upon approval by the chief of police or designee, the city planner will issue a certificate of approval for the required security measures. The certificate shall be displayed within the marijuana facility and be readily available for inspection. Security measures shall be inspected annually by the chief of police or designee and a new certificate of approval issued. Security measures to be observed and inspected at time of initial operation and during annual inspections are as follows:

1. Security equipment is operating correctly.
2. Security locks on are on doors and other entrances that allow access into the facility, including all windows.
3. The alarm system is under an active contract for monitoring with an off-site alarm company.
4. Security lighting is operational.
5. Security fencing is intact.

The chief of police shall have the authority to require additional security measures if deemed reasonable to protect the safety and welfare of the city and its citizens. Additional security measures that may be deemed reasonable include, but are not limited to, the following: 1. Additional lighting 2. Security locks, security doors, and security windows.

15.60.050 Severability.

If any section, sentence, clause or phrase of this chapter is deemed invalid or unconstitutional by a court of law, such invalidity or unconstitutionality shall not affect the validity or

constitutionality of the remainder of any section, sentence, clause or phrase contained within this chapter and its application to any person or circumstance.

Section 2. Publication. This ordinance shall be published by an approved summary consisting of the title.

Section 3. Effective Date. This ordinance shall take effect and be in full force and effect immediately upon passage as long as it is approved by a majority plus one of the entire membership of the City Council, as required by RCW 35A.12.130.

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

Mike Cassinelli, Mayor

ATTEST:

Ariel Smith, Deputy City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED:
EFFECTIVE:



120 First Avenue North
PO Box 548 • Ilwaco, WA 98624
Phone: 360.642.3145
Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

Title 15 – Unified Development Ordinance

Part 3 – Zoning

Chapter 15.60 – Marijuana Related Uses

Sections:

- 15.60.010** Intent
- 15.60.020** Definitions
- 15.60.030** State Licensed Facilities
- 15.60.040** Site Security
- 15.60.050** Severability

15.60.010 Intent.

The purpose of this chapter is to establish zoning regulations on siting and operating of any structure, activity, or use relating to Marijuana production, processing, and retailing associated with recreational Marijuana licensed facilities in accordance with Title 69 RCW, and subject to the requirements of Chapter 314-55 WAC. The intent of this chapter is to adequately separate such uses that may be incompatible with adjacent land uses by establishing criteria to address public health, safety, and zoning impacts from such uses regulated under this chapter. This chapter is in no way intended to allow activities or uses that are not specifically permitted or licensed by the Washington State Liquor Control Board or otherwise regulated and controlled under the jurisdiction and authority of applicable federal regulations.

15.60.020 Definitions.

The following definitions apply to this chapter specifically, to include those found in section 15.04.020 of Title 15 (Unified Development Ordinance). Additional definitions related to marijuana businesses are contained in WAC 314-55-010 and RCW 69.50.101 as amended.

“Marijuana” or “marihuana” means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

“Marijuana-Infused Products” means products that contain marijuana or marijuana extracts and are intended for human use.

“Marijuana Processor” means a person licensed by the state liquor control board to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in a retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.

“Marijuana Producer” means a person licensed by the state liquor control board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

“Marijuana Retailer” means a person licensed by the state liquor control board to sell useable marijuana and marijuana-infused products.

“Secured greenhouse” means a building or structure constructed of security glass, glasslike or translucent material similar to security glass, which prevents entry upon breakage and/or damage. Greenhouses used for marijuana production shall be viewed as a light industrial structure under the adopted building code for the city.

“Security lighting” means lighting intended to reduce the risk of personal attack, discourage intruders, vandals or burglars, and to facilitate active surveillance of an area by the owner and/or city law enforcement officers.

“Security System” means a professionally installed alarm system with the ability to alert a 24 hour off-site monitoring center having the capability to notify local police and/or 911 dispatch center of security breaches. Security system is also defined under WAC 314-55-083 (2) and (3) as being an “alarm systems” or “surveillance system” and are considered as being included in this definition.

"Useable marijuana" means dried marijuana flowers. The term "useable marijuana" does not include marijuana-infused products.

15.60.030 State Licensed Facilities.

The following regulations apply to marijuana related businesses licensed by the Washington State Liquor Control Board.

- A. Businesses that are licensed to produce, process, or sell marijuana shall be subject to all applicable standards of the City of Ilwaco Unified Development Ordinance (Title 15).

- B. Measures shall be implemented to prevent adverse health and safety effects to persons lawfully present on nearby properties that might be impacted by odors, noise, noxious gases, light, smoke and security.
- C. Outside lighting shall be shielded or positioned to prevent glare impacts to nearby properties.
- D. Security measures set forth in WAC314-55-083 and this chapter must be met prior to the start of operations.
- E. All licensed marijuana production, processing, and retail facilities shall have a security system installed prior to the start of operation in accordance with this chapter and WAC 314-55-083 as amended.
- F. Businesses that are licensed to produce, process, or sell marijuana shall not be located within one thousand feet of the perimeter of the grounds of any of the following entities. The distance shall be measured along the most direct route over or across established public walks, streets, or other public passageway between the proposed building/business locations to the perimeter of the grounds of the entities listed below as defined in WAC 314-55-010.
 - 1. Elementary or secondary school
 - 2. Playground,
 - 3. Recreation center or facility
 - 4. Child care center, including a child care center located in churches;
 - 5. Public
 - 6. Public transit center;
 - 7. Library;
 - 8. Game arcade;
 - 9. Any parcel containing a marijuana retail business.
- G. Businesses that are licensed to produce, process, or sell marijuana are prohibited from locating in zones not identified below for each specific use.
- H. Outdoor Advertising.
 - 1. One sign, not exceeding 1,600 square inches (11.1 square feet) that is visible to the general public from a public right-of-way shall be permitted for advertising purposes. Advertising sign shall be subject to the standards of the Washington State Liquor Control Board and standards/processes under Chapter 15.45 of the Unified Development Ordinance of Ilwaco (Title 15), whichever is more restrictive.

2. "Minors restricted signs" shall be posted at all marijuana licensed premises.
3. Off premise signage is prohibited.

I. Federal Regulations.

State licensed marijuana producers, processors, and retailers are subject to applicable federal regulations in addition to the regulations of this chapter and those imposed by the Washington State Liquor Control Board. Issuance of a "zoning permit" by the City of Ilwaco under this chapter to operate a state licensed marijuana producer, processor and retailer within city jurisdiction does not constitute an exemption from federal laws nor does it authorize the use of a federally controlled substance regulated under the Controlled Substances Act by the City.

J. Marijuana Licensed Retailer.

State licensed marijuana retailers may locate within the City of Ilwaco pursuant to the following restrictions.

1. Marijuana licensed retail establishments may be permitted with a Conditional Use Permit in the following zoning districts: Core Commercial District (C-1) Zone and Low Density Commercial District (C-2) Zone.

2. Marijuana retailer licensee may sell usable marijuana, marijuana infused products, and marijuana paraphernalia between the hours of 8 a.m. and 8 p.m.

3. A marijuana licensed retailer shall not locate in a building in which a non-conforming retail use has been established in any zone other than those referenced in sub-section (1).

4. A Marijuana licensed retailer shall not be located within 200 feet of the perimeter of the grounds of any lot in a residential zone.

5. Marijuana licensed retailer shall be subject to the following:

a. Outside security lighting shall be installed which fully illuminates building access points such as doors and windows. Security lighting is not to be directed onto public roads or adjacent properties.

b. Storage of usable marijuana and/or products outside of the primary retail building is prohibited.

- c. Businesses must front state highways or main streets.
- d. Parking areas shall be well lit and contain no benches, tables, or chairs placed on site by the licensee.
- e. Marijuana retail stores shall not occupy a residential structure that has been converted into a commercial use where the structure still appears to be a residential home.

K. Marijuana licensed processors.

State licensed marijuana processors may locate within the City of Ilwaco pursuant to the following restrictions.

1. A marijuana licensed processor may be permitted with a Conditional Use Permit in the following zoning districts: Low Density Commercial District (C-2) Zone and Light Industrial District (M-1) Zone.
2. A marijuana licensed processor shall not locate on a site or in a building in which a non-conforming processing use has been established in any zone other than those referenced in sub-section (1.) above.
3. A marijuana licensed processor shall not be located within 200 feet of the perimeter of the grounds of any lot in a residential (R) zone.
4. Marijuana licensed processor shall be subject to the following:
 - a. Outside security lighting shall be installed which fully illuminates building access points such as doors and windows. Security lighting is not to be directed onto public roads or adjacent properties.
 - b. Storage of usable marijuana and/or products outside of a fully enclosed and secured building is prohibited, except as allowed within an outside storage area during hours of operation.
 - c. Outside storage areas associated with the processing of marijuana shall be positioned to the back half of the property and be fully enclosed by an eight foot chain-link fence to include privacy screening. The top of the fence shall have three spans of barbed wire strung and spaced equally apart over 12 vertical inches and angled at a 45 degree away from the center (excluding corner posts) on both sides. One spiral wound and clipped at the spiral overlaps shall be placed horizontally along the top of the fence between the two 45 degree angled barbed wire strands. An

equivalent alternative may be substituted for chain-link fence with approval of the city planner and chief of police or their designees. Outside storage areas shall be fully illuminated at night during hours of operation when used for temporary storage of marijuana and marijuana products.

d. Marijuana processors shall not occupy a residential structure that has been converted into a commercial use where the structure still appears to be a residential home.

L. Marijuana Licensed Producers.

State licensed marijuana producers may locate within the City of Ilwaco pursuant to the following restrictions.

1. Marijuana licensed producers may be permitted with a Conditional Use Permit in the following zoning districts: Low Density Commercial District (C-2) Zone and Light Industrial District (M-1) Zone.

2. Marijuana licensed producers shall not locate on a site or in a building in which a non-conforming production use has been established in any location or zone other than those referenced in sub-section (1) above.

3. A marijuana licensed producer shall not be located within 200 feet of the perimeter of the grounds of any lot in a residential zone.

4. Marijuana licensed producers shall be subject to the following:

a. Outside security lighting shall be installed which fully illuminates building access points such as doors and windows. Security lighting is not to be directed onto public roads or adjacent properties.

b. Storage of usable marijuana and/or products outside of a fully enclosed and secured building is prohibited, except as allowed within an outside storage area during hours of operation.

c. Outside storage areas associated with the production of marijuana shall be positioned to the back half of the property and be fully enclosed by an eight foot chain-link fence to include privacy screening. The top of the fence shall have three spans of barbed wire strung and spaced equally apart over 12 vertical inches and angled at a 45 degree away from the center (excluding corner posts) on both sides. One spiral wound and clipped at the spiral overlaps shall be placed horizontally along the top of

the fence between the two 45 degree angled barbed wire strands. an equivalent alternative may be substituted for chain-link fence, with approval of the city planner and chief of police or their designees. Outside storage areas shall be fully illuminated at night during hours of operation.

d. Growing of marijuana shall take place within a fully enclosed secure indoor facility or fully "secured greenhouse". Growing of marijuana outside of a secured indoor facility is prohibited within city limits.

e. Marijuana licensed indoor production facilities shall be limited to 10,000 square feet of production space.

f. Marijuana licensed producers shall not occupy a residential structure that has been converted into a commercial use where the structure still appears to be a residential home.

M. Nuisance Abatement.

In addition to any other available enforcement action, remedy or penalty under Title 15 (Unified Development Ordinance), any violation of this Chapter is declared to be a public nuisance and subject to Chapter 8.18 of Title 8 (Health and Safety) of the Ilwaco Municipal Code.

15.60.040 Site Security and Approval.

In additional to all approvals necessary under Title 15 of the Unified Development Ordinance, all marijuana uses shall have site security measures reviewed and approved by the chief of police or designee prior to start of operations. Upon approval by the chief of police or designee, the city planner will issue a certificate of approval for the required security measures. The certificate shall be displayed within the marijuana facility and be readily available for inspection. Security measures shall be inspected annually by the chief of police or designee and a new certificate of approval issued. Security measures to be observed and inspected at time of initial operation and during annual inspections are as follows:

1. Security equipment is operating correctly.
2. Security locks on are on doors and other entrances that allow access into the facility, including all windows.
3. The alarm system is under an active contract for monitoring with an off-site alarm company.

4. Security lighting is operational.

5. Security fencing is intact.

The chief of police shall have the authority to require additional security measures if deemed reasonable to protect the safety and welfare of the city and its citizens. Additional security measures that may be deemed reasonable include, but are not limited to, the following: 1. Additional lighting 2. Security locks, security doors, and security windows.

15.60.050 Severability.

If any section, sentence, clause or phrase of this chapter is deemed invalid or unconstitutional by a court of law, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remainder of any section, sentence, clause or phrase contained within this chapter and its application to any person or circumstance.

PLANNERS FINALE DRAFT



120 First Avenue North
PO Box 548 • Ilwaco, WA 98624
Phone: 360.642.3145
Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

To: City of Ilwaco Council
From: City of Ilwaco Planning Commission
Date: May 6, 2014
Subject: Marijuana Related Uses

Findings and Recommendations – The City of Ilwaco Planning Commission recommends to the City of Ilwaco Council in conjunction with the City Planner that the proposed amendments to Title 15 of the Ilwaco Municipal Code, known here as “Part 3 – Zoning, Chapter 15.59 – Marijuana Related Uses”, to be considered for approval and adoption by Council. The City Planning Commission recommends the below information and Findings of Fact to City Council for consideration.

Background

The Ilwaco City Council directed the City Planner in coordination with the City of Ilwaco Planning Commission to develop and draft zoning regulations in response to Initiative 502, approved by the Washington State voters in November 2012 and regulated under Washington Administrative Code (WAC) Chapter 314-55, and adopted by the Liquor Control Board on October 16, 2013.

Legislative amendments to the City of Ilwaco Municipal Code (Title 15) Unified Development Ordinance are carried out in accordance with Chapter 15.56 (Amendments and Rezones) and are subject to State Environmental Policy Act (SEPA) review. In addition, Public Notice was posted in the Chinook Observer on February 5th and 12th of 2014 and a Public Hearing were conducted by the Planning Commission on February 18, 2014. The Public Hearing conducted by the Planning Commission was to solicit public input on the development of zoning regulations for the establishment of use regulations for Marijuana Related Uses within the City of Ilwaco. The Planning Commission received no public input with regards to the development of the proposed regulations during the February 18th regularly scheduled meeting.

The main goal of the proposed amendments to the development regulations is to align local code addressing recreational marijuana facilities to be consistent with state law, identify appropriate zoning designations where such uses will take place, and designate the land use decision process for local review of I-502 uses.

Acting under the authority of the Planning Enabling Act (36.70 RCW) and the Growth management Act (36.70A RCW), the City of Ilwaco Council adopted Ordinance No. 821, an interim ordinance prohibiting the production, processing and retail sales of recreational marijuana as a temporary moratorium on I-502 uses with an effective date of November 12, 2013. Ordinance No. 821 expired on May 12, 2014, at which time the City Council moved to extend the temporary moratorium until November 12, 2014.

The Planning Commission recommends the proposed amendment be adopted and the temporary moratorium be repealed.

Findings of Fact

Compliance with Washington Administrative Code 314-55

Finding 1: Amendments to portions of the City of Ilwaco Comprehensive Plan and Development Regulations that regulate development must also be consistent with state law and administrative rule. The proposed amendments to Title 15 of the Ilwaco Municipal Code, whereas known as Chapter 15.59 – Marijuana Related Uses, is consistent with WAC 314-55.

Public Notice and Compliance with Title 15, Chapter 15.08 of the Ilwaco Municipal Code

Finding 2: The Planning Commission met in a public meeting on January 21, 2014 and February 18, 2014 to discuss effects of the moratorium passed by the City Council and reviewed prepared draft zoning regulations by the City Planner for legislative action. The draft zoning regulations title “Chapter 15.59 – Marijuana Related Uses” prepared for the Planning Commission where reviewed during the above listed public meeting dates. These meetings were open to the public to attend and provide feedback regarding the proposed draft amendment.

Public notice for hearing for this action was provided by advertisement in the legal notices section of the Chinook Observer on February 5th and 12th, 2014.

The Planning Commission held a public meeting to deliberate on the final proposed amendments on May 6, 2014 for a final recommendation to City Council for consideration.

SEPA Review and Compliance with Title 15, Chapter 15.12.010

Finding 3: A Determination of Nonsignificance was issued by the City Planner per Title 15, Chapter 15.12.010 (B), for this non-project action on March 26, 2014; sent to the

Washington State Department of Ecology and all interested parties. No public comment or responses from state agencies were received.

Findings of Proposed Amendments to the Development Regulations – Consistency with the Comprehensive Plan

Finding 3: The Planning Commission finds the proposed amendment to be consistent with the Goals and Policies of the Comprehensive Plan and the overall intent of the Plan. The proposed amendment allows for continued business and manufacturing growth opportunities within Ilwaco. Additionally, the proposed amendment will allow for legal marijuana uses, as defined by state statute, to operate within the City under specific development regulations to maintain the vision of the community.

The Planning Commission finds that the City's economic development would be enhanced by the promulgation of I-502 uses; and, a balance can be struck between the rights of property owners and investors of I-502 uses. The Planning Commission finds that the general interest of the citizens of Ilwaco are to allow marijuana related uses by locating them in appropriate areas and under specific development regulations proposed for inclusion into Title 15 as "Chapter 15.59 – Marijuana Related Uses".

This action to amend the development regulations of the City of Ilwaco Municipal Code was initiated by the City Council, and deemed by the City Planner not to require an amendment to the Comprehensive Plan, as no existing element of the Plan need to be altered to address development regulations for these uses. Therefore, this action is exempt from the annual review process per Title 15, Chapter 15.56.010.

Findings of Proposed Amendments to Development Regulations – General

Finding 4: The Planning Commission finds that uses allowed under I-502 regarding the production, processing and retail sale of recreational marijuana are a distinguished use from that of "Medical Marijuana", which is addressed in RCW 69.51A. The proposed amendment to the City of Ilwaco Municipal Code known herein as Title 15 (Unified Development Ordinance) are in response to uses licensed by the Liquor Control Board pursuant to WAC 314-55, and do not address "Medical Marijuana, Collective Gardens, the production, distribution or use of cannabis for medical purposes as defined in RCW 69.51A.

The Planning Commission finds that Title 15 should be specific as to what recreational marijuana production, processing and distribution is so the definitions of the proposed amendment make it clear what constitutes I-502 uses, and each zoning district where these uses are permitted or prohibited, and the land use application process to which I-502 uses are reviewed under Title 15.

Finding 5: The Planning Commission finds the uses allowed under I-502 are distinguished from, and unlike, other plants grown and processed as typical agricultural practices and products for the following reasons:

1. The production, processing and retail sale of marijuana is subject to product tracking, accounting, state licensing and security measures unlike other agricultural products. The manufacturing of marijuana is most similar to drug manufacturing and cannot be sold or transferred similar to all other agricultural products.
2. The production and processing of marijuana is regulated as a Schedule 1 controlled substance under the federal Controlled Substances Act.
3. The production of marijuana is expected to be in a controlled environment; primary commercial growing operations will not generally be done as “land-based” agriculture, but contained within a secure facility as outlined in the proposed amendment.
4. Agricultural production of marijuana within the City of Ilwaco will occur inside secure and controlled commercial greenhouses and not in a typical outside growing operation similar to other agricultural production.
5. Recreational marijuana may not be sold or traded at farmer’s markets, on site at agricultural farms, nor legally transported out of state like other agricultural products.

Finding 6: The Planning Commission finds the proposed uses allowed under I-502 are subject to a Tier system under Liquor Control Board regulations relative to the size for the facility. The type of decisions to be considered by the City Planner during the permit review process are also subject to additional zoning regulations and review requirements such as SEPA thresholds under Title 15.

Finding 7: The Planning Commission finds that to alleviate a potential “attractive nuisance” for minors from the presence of buildings being used for drug manufacturing and retail sales near residential areas, that the proposed 200 foot buffer from adjoining residential areas is necessary to separate I-502 uses from residential zoning districts. The Planning Commission finds that I-502 uses should be prohibited in residential zoning districts.

Finding 8: The Planning Commission considered potential impacts to aesthetics, traffic, water use, waste discharge and similar activities resulting from I-502 uses. The Planning Commission finds that I-502 uses will be subject to additional permit review

under Title 15 and that any potential problems will be sufficiently and adequately addressed to mitigate potential problems.

Conclusion:

The City of Ilwaco Planning Commission has reviewed the proposed amendments to Title 15 (Unified Development Ordinance) concerning the production, processing and retail sale of recreational marijuana, commonly known as "I-502 uses", and hereby recommend City Council adopt the proposed amendments and findings of fact.

Respectfully submitted to the City Council of Ilwaco, pursuant to RCW 36.70A.040 and Title 15, Chapter 15.56.030 (F), this 6th day of May 2014 by,

City of Ilwaco Planning Commission

City Clerk

From: City Clerk <clerk@ilwaco-wa.gov>
Sent: Thursday, September 18, 2014 9:05 AM
To: 'Heather Reynolds'
Subject: RE: Marijuana Ordinance

Heather,
Ok, great.
Thanks,
Ariel

From: Heather Reynolds [mailto:heather@reynoldsattorney.com]
Sent: Thursday, September 18, 2014 8:53 AM
To: clerk@ilwaco-wa.gov
Subject: RE: Marijuana Ordinance

Ariel,
Sorry, I thought I had responded. It looked like you and Ryan had incorporated all the changes I requested last March, so I didn't have any changes to add. It looks good to me.
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: City Clerk [mailto:clerk@ilwaco-wa.gov]
Sent: Thursday, September 18, 2014 8:30 AM
To: 'Heather Reynolds'
Subject: Marijuana Ordinance

Heather,
Have you had a chance to look at that yet?
Thanks,
Ariel



CONTRACT NUMBER N20735	SUBRECIPIENT * <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	FFATA FORM REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

* see Attachment 1, sections I and II

INTERAGENCY AGREEMENT
 between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
 and
CITY OF ILWACO

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF HEALTH, hereinafter referred to as DOH, and CITY OF ILWACO, hereinafter referred to as the Contractor pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to enable the City of Ilwaco to permanently protect their surface drinking water source and improve management through initial characterization of the watershed, development of a comprehensive Source Water Watershed Control Plan, and identification and analysis of funding to support implementation of the Plan.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK: The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **Exhibit A**, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on **Date of Execution** and be completed on **June 30, 2015**, unless terminated sooner as provided herein.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Information about your organization and this contract will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this contract and must be completed and returned along with the contract.

PAYMENT: Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$15,000.00** in accordance with **Exhibit A**, attached hereto and incorporated herein. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

Source of Funds: (FED) **\$15,000.00**; (ST) \$0; (Other) \$0; **Total \$15,000.00**

Contractor agrees to comply with applicable rules and regulations associated with these federal funds.

BILLING PROCEDURE: Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS: This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH IT Security Officer at (360) 236-4432. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

CONTRACT MANAGEMENT: The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for DOH is:

Loralei Walker
EPH, Office of Drinking Water
Department of Health
PO Box 47822
Olympia, WA 98504-7822
(360) 236-3097

The Contract Manager for the Contractor is:

Mike Cassinelli, Mayor
City of Ilwaco
PO Box 548
Ilwaco, WA 98624
(360) 642-3145

DISPUTES: In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE: This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

PRIVACY: Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Department reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include but is not limited to "salting" by the department. Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless the department for any damages related to the contractor's unauthorized use of personal information.

RECORDS MAINTENANCE: The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA: Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SEVERABILITY: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

SUBCONTRACTING: Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, the Department determines in its sole judgment that any subcontractor is incompetent, the Department shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by the Department of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the Department.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this contract. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Contract will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an

alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Contract will be terminated retroactive to the original date of termination.

TERMINATION: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER: A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN: This Agreement, and Attachment 1, Federal Compliance, and Standard Federal Certifications and Assurances, contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of Health

City of Ilwaco

Contracting Officer

Contractor

(please also print/type name & title)

Date

Date

APPROVED AS TO FORM ONLY:
Attorney General
May 1997

**NOTE: THE CONTRACTOR'S SIGNATURE IS ALSO REQUIRED ON ATTACHMENT 1,
FEDERAL CERTIFICATIONS AND ASSURANCE (see pages 17 & 20)**

EXHIBIT A
DOH CONTRACT N20735
Sub-recipient Statement of Work

CFDA #:	CFDA TITLE:	Federal Grant Award #:	Federal Grant Award Name:	Federal Agency Name:
66.468	Safe Drinking Water State Revolving Fund	FS - 99083910	WA State Funds for the 14th Year of the DWSRF Program	EPA

PURPOSE:

The purpose of this project is to enable the City of Ilwaco to permanently protect their surface drinking water source and improve management through initial characterization of the watershed, development of a comprehensive Source Water Watershed Control Plan, and identification and analysis of funding options to support implementation of the Plan.

Background/General Information

In the 1980s, Ilwaco acquired approximately 690 acres of its water source watershed, the 808-acre Indian Creek watershed. On the 690 acres, there is a reserved timber right on 94 acres held by a private timber company. In the watershed, there are approximately 40 more acres above the reservoir in private timber ownership. Most of the property was logged in the mid-1980s. The reservoir dam was installed in 1988. Management of the forest, roads, and culverts has been very limited since that time. The City has full control over the majority of its property and is addressing some of the management issues. In 2013, the City fixed three failing culverts using Washington Department of Health funds.

The annual average rainfall in this area is 79.43 inches. This property is sloped (30-70%), contains significant streams, has highly erodible soils, and is directly upstream from the water source reservoir. This is a high-susceptibility source, and the City currently lacks watershed information does not actively manage and control the source. This can pose a public health threat due to potential and actual contamination (high turbidity, chemical pollution) from historical, current, and future forest practices (logging, herbicide/pesticide application, and road building). Higher sediment loads increase treatment costs and can lead to plant shut downs. Sediment can also cause health problems for consumers.

The timber company plans on clear cutting that property in 2020. They were granted a Forest Practices Act (FPA) permit to build the roads necessary for the cut in late 2013 and plan on completing the work in 2014. While the FPA provides some protections, the planned road building and use and clear cut activities would result in additional sediment flowing into the water source. In 2012, the City convened a collaborative group to strategize solutions and begin negotiations with the timber company, including Washington Department of Health, Evergreen Rural Water of Washington, CREST, and Columbia Land Trust staff.

The City has a 2011 Water System Plan that includes a ten page Watershed Control Program. It does not include a detailed road and culvert analysis, forest management, or discussion of potential impacts and solutions to the reserved timber right issue. Its implementation plan is limited and does not include timing, costs or potential funding sources.

This planning project will enable the City to:

- Study the 690-acre City property including the forest, roads and culverts;
- Develop a comprehensive Source Water Watershed Control Plan, including an implementation plan with timelines and cost estimates; and
- Identify financing options to support implementation of the Plan.

The project will set the stage for a potential future forestry project. Currently the 690-acre property's entire forest is an overplanted tree farm. Future careful forest restoration thinning (not in this grant) would increase the health and stability of the forest, while providing some income to acquire the remaining timber rights. It would also reduce the risk of fire. After the needed thinning, the City would not cut the property further, but manage the then more natural and healthier forest for clean water.

EXHIBIT A
DOH CONTRACT N20735
Sub-recipient Statement of Work

	<div data-bbox="532 262 1279 527" style="border: 1px solid black; padding: 5px;"><p>Reimbursement requests should be submitted with the quarterly reports.</p><p>The contractor is responsible for tracking all project expenditures as they relate to this contract, and for maintaining these records.</p></div> <p>3. A completed source water protection/watershed control plan summarizing background information, recommended prioritized actions, schedule for implementation, and potential financing mechanisms and partners to help implement the plan. The plan must be approved by DOH.</p>
<p>PAYMENT:</p>	<p>1. DOH will provide reimbursement to the City of Ilwaco based on approval of quarterly and final reports and required deliverables.</p> <p>2. DOH will withhold 10 percent of the total funding amount (\$1,500) until the project is successfully completed and all deliverables are received and approved by DOH.</p> <p>3. Total reimbursement for allowable costs not to exceed \$15,000.</p>

**FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES**

In the event federal funds are included in this agreement, added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds as a result of an amendment, the Contractor may be designated as a subrecipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the "Payment" section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer
Office of Financial Services
Department of Health
Post Office Box 47901
Olympia, Washington 98504-7901

1. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

COMPLIANCE MATRIX

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	A-102 & Common Rule	A-87	A-133
Non-Profit Organizations & Non-Profit Hospitals	A-110	A-122	A-133
Colleges or Universities & Affiliated Hospitals	A-110	A-21	A-133

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits

should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.

3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
 4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Circular A-133, as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Circular A-133.
- II. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, 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 contract been convicted of or had a civil judgment rendered against them for commission of 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 indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions* in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- D. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (ii), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
Office of Grants Management
WA State Department of Health
PO Box 47905
Olympia, WA 98504-7905

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her

to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of 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;
 - iii. Are not presently indicted 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 (1)(b) of this certification; and
 - iv. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF
MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE
SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age

- Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

ATTACHMENT 1

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

Federal Funding Accountability and Transparency Act Data Collection Form

This contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com. The Department of Health (DOH) also encourages registration with the Central Contractor Registry (CCR) to reduce data entry by both DOH and your organization. You may register with CCR free of charge at www.ccr.gov. Information about your organization and this contract will be reported by DOH to the federal government as required by P.L. 109-282. This information will then be made available to the public by the federal government on USASpending.gov.

CONTRACTOR

1. Legal Name City of Ilwaco	2. DUNS Number 003206976
3. Principle Place of Performance 120 First Avenue North/PO Box 548	
3a. City Ilwaco	3b. State WA
3c. Zip+4 98624	3d. Country United States
4. Are you registered in CCR? <input checked="" type="checkbox"/> YES (skip to signature block. Sign, date and return) <input type="checkbox"/> NO	

5. In the preceding fiscal year did your organization:
- Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**
 - \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**
 - The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

NO (skip to signature block. Sign, date and return)

YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).

Name Of Official	Total Compensation
1.	
2.	
3.	
4.	
5.	

Note: "Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

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

Signature of Authorized Representative	Print Name Mike Cassinelli	Date
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The Department of Health will not endorse your subaward until this form is completed and returned.

Federal Funding Accountability and Transparency Act Data Collection Form

FOR DEPARTMENT OF HEALTH USE ONLY

DOH Contract Number
N20735

Sub-award Project Description (see instructions and example below)

The purpose of this project is to enable the City of Ilwaco to permanently protect their surface drinking water source and improve management through initial characterization of the watershed, development of a comprehensive Source Water Watershed Control Plan, and identification and analysis of funding options to support implementation of the Plan.

Element 1 - Characterize the watershed

Study, map and characterize the watershed, with emphasis on unstable slopes/soils, roads and culverts. Details gathered through mapping and fieldwork will help the City determine sediment sources and lead to management actions that reduce water source problems.

Element 2 - Develop a prioritized Source Water Watershed Control Plan

Work with project partners to develop a prioritized Source Water Watershed Control Plan, including schedule for implementation.

Element 3 - Identify financing options to support plan implementation

Work with project partners to identify potential financing mechanisms that could support Plan implementation over the short and long term.

Instructions for Sub-award Project Description:

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

Elaine McMillan

From: Nadia Gardner <ngardner@columbialandtrust.org>
Sent: Tuesday, June 24, 2014 4:53 PM
To: Elaine McMillan
Cc: Denise Lofman; 'Ryan Crater'
Subject: FW: Department of Health Contract #: N20735, City of Ilwaco
Attachments: N20735 City of Ilwaco.pdf; N20735 FFATA Form.doc

Elaine,

These look fine to me. I have CC-ed Denise and Ryan in case they have comments.

You may want to lay out your contract with CREST to have quarterly targets so as to ensure that you can report clear progress in each of the reports. I am happy to give input on that also.

The next grant is due in Fall 2014, the Ecology grant (David Dunn) for non-source pollution. It would be good to have the road and culvert inventory done by October; so that we could include any needed work in that grant to complete in 2015-16.

Thanks,

Nadia Gardner, Coast & Estuary Conservation Manager
Columbia Land Trust - Astoria Office
Ph: 503-338-5263
www.columbialandtrust.org



From: Elaine McMillan [mailto:treasurer@ilwaco-wa.gov]
Sent: Tuesday, June 24, 2014 3:17 PM
To: Nadia Gardner
Subject: FW: Department of Health Contract #: N20735, City of Ilwaco

Nadia –

Finally a new agreement! Please let me know if you have any concerns with the scope. We will have our attorney do a legal review.

Thanks,
Elaine

From: Webley, Frank (DOH) [mailto:Frank.Webley@DOH.WA.GOV]
Sent: Tuesday, June 24, 2014 2:53 PM
To: treasurer@ilwaco-wa.gov; Walker, Lorelei M (DOH); Myers, Karena (DOH); Bartruff, David (DOH)
Subject: Department of Health Contract #: N20735, City of Ilwaco

Dear Contractor,

Good Afternoon. Attached is an electronic version of the above mentioned contract with the Department of Health.

Please note that the payment and/or invoicing language in our contract has been revised to reflect performance based contracting principles.

Also attached is DOH's *Federal Funding Accountability and Transparency Act (FFATA) Data Collection form*. We require both of these documents to be completed and returned to our office, otherwise the contract cannot be counter-signed by DOH.

Please follow the signing instructions below, and return the original/s of the contract and the *FFATA Data Collection form* as soon as possible to our mailing address below. This office does not recognize a copied, scanned, faxed, or stamped signature as an original signature.

- Our office requires one fully signed original of the contract. Please print the contract ***one time, sign and date, and mail it*** to our office for signature. We will sign the contract and send an electronic copy to you.
- If you require a signed original, please print ***two originals, sign and date, and return both originals and a self-addressed envelope*** to our office. We will sign the contracts and return one fully signed original to you.
- If you prefer, you may ***print only the signature page/s, sign and date, and mail it*** to our office at the below address. We will sign the contract and send an electronic copy of the entire contract to you.
- Complete all information in the *FFATA Data Collection form*.

Mailing Address:

WA State Department of Health
Contracts Office
PO Box 47905
Olympia, WA 98504-7905

Questions concerning the *FFATA Data Collection form* or the *Statement of Work* should be directed to:
Loralei Walker, (360) 236-3097; Loralei.Walker@doh.wa.gov.

Thank you,

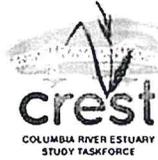
Frank L. Webley

Frank L. Webley, Contract Specialist 3
Washington State Department of Health, Contracts Unit
PO Box 47905
Olympia, WA 98504-7905
(360) 236-3905
frank.webley@doh.wa.gov

101 Israel Road SE, Town Center 1, 3rd Floor
Tumwater, WA 98501

Have a question about your contract/amendment or Statement of Work? Need to request a consultation with a Contract Specialist?

Send us an email at: dohcon.mgmt@doh.wa.gov



SCOPE OF WORK

CITY OF ILWACO SOURCE WATERSHED CONTROL PLAN

DATE: September 9, 2014
TO: Elaine McMillan, City of Ilwaco
FROM: Denise Lofman, CREST Director; Ryan Crater, CREST Coastal Planner
RE: City of Ilwaco Source Watershed Control Planning Project

The City of Ilwaco has asked CREST for a Scope of Work (SOW) and budget estimate to coordinate and complete the Source Watershed Control Planning Project. This scope of work, includes the direct costs for CREST services, and costs for hiring a forestry consultant to analyze the roads, culverts and forest within in the City of Ilwaco's source watershed and shall be an addendum to the existing INTERLOCAL AGREEMENT FOR PLANNING SERVICES between CREST and the City entered into during September 2010. The work is funded by grant #N20735 from the Washington State Department of Health. CREST will execute the work under the terms of the grant agreement and specifically adhere to the FEDERAL COMPLIANCE AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES set forth in the grant agreement.

PURPOSE

The purpose of this project is to enable the City of Ilwaco to permanently protect their surface drinking water source and improve management through initial characterization of the watershed, development of a comprehensive Source Water Watershed Control Plan, and identification and analysis of funding options to support implementation of the Plan.

Background/General Information

In the 1980s, Ilwaco acquired approximately 690 acres of its water source watershed, the 808-acre Indian Creek watershed. On the 690 acres, there is a reserved timber right on 94 acres held by a private timber company. In the watershed, there are approximately 40 more acres above the reservoir in private timber ownership. Most of the property

was logged in the mid-1980s. The reservoir dam was installed in 1988. Management of the forest, roads, and culverts has been very limited since that time. The City has full control over the majority of its property and is addressing some of the management issues. In 2013, the City fixed three failing culverts using Washington Department of Health funds.

The annual average rainfall in this area is 79.43 inches. This property is sloped (30-70%), contains significant streams, has highly erodible soils, and is directly upstream from the water source reservoir. This is a high-susceptibility source, and the City currently lacks watershed information does not actively manage and control the source. This can pose a public health threat due to potential and actual contamination (high turbidity, chemical pollution) from historical, current, and future forest practices (logging, herbicide/pesticide application, and road building). Higher sediment loads increase treatment costs and can lead to plant shut downs. Sediment can also cause health problems for consumers.

The timber company plans on clear cutting that property in 2020. They were granted a Forest Practices Act (FPA) permit to build the roads necessary for the cut in late 2013 and plan on completing the work in 2014. While the FPA provides some protections, the planned road building and use and clear cut activities would result in additional sediment flowing into the water source. In 2012, the City convened a collaborative group to strategize solutions and begin negotiations with the timber company, including Washington Department of Health, Evergreen Rural Water of Washington, CREST, and Columbia Land Trust staff.

The City has a 2011 Water System Plan that includes a ten page Watershed Control Program. It does not include a detailed road and culvert analysis, forest management, or discussion of potential impacts and solutions to the reserved timber right issue. Its implementation plan is limited and does not include timing, costs or potential funding sources.

This planning project will enable the City to:

- Study the 690-acre City property including the forest, roads and culverts;
- Develop a comprehensive Source Water Watershed Control Plan, including an implementation plan with timelines and cost estimates; and
- Identify financing options to support implementation of the Plan.

The project will set the stage for a potential future forestry project. Currently the 690-acre property's entire forest is an overplanted tree farm. Future careful forest restoration thinning (not in this grant) would increase the health and stability of the forest, while providing some income to acquire the remaining timber rights. It would

also reduce the risk of fire. After the needed thinning, the City would not cut the property further, but manage the then more natural and healthier forest for clean water.

Acquiring the timber rights would ensure that Ilwaco has full control over the property, enabling them to limit sediment loads into the water source. Fundraising for this important task may include grants and selective timber thinning. The City explored the option of working with the timber company to reduce timberland and road erosion during the clear cut through voluntary actions such as erosion controls and better riparian buffers. However, due to the nature of clearcut logging and the need for the company to maximize profit, it was determined that this would not adequately protect the water source. This will be discussed in the Source Water Watershed Control Plan and options vetted for a future project.

KEY OBJECTIVE

The key objective of this project is for the City of Ilwaco to hire a contractor to develop a comprehensive Source Water Watershed Control Plan with options to finance implementation of the plan.

<p>PROJECT TASKS:</p>	<p><u>Element 1 - Characterize the watershed</u> Study, map and characterize the watershed, with emphasis on unstable slopes/soils, roads and culverts. Details gathered through mapping and fieldwork will help the City determine sediment sources and lead to management actions that reduce water source problems.</p> <p><u>Element 2 - Develop a prioritized Source Water Watershed Control Plan</u> Work with project partners to develop a prioritized Source Water Watershed Control Plan, including schedule for implementation.</p> <p><u>Element 3 - Identify financing options to support plan implementation</u> Work with project partners to identify potential financing mechanisms that could support Plan implementation over the short and long term.</p>
	<p>1. For the duration of the project, submit quarterly reports and</p>

DELIVERABLES:

final project report to the City of Ilwaco for the DOH contacts below documenting project accomplishments, existing and potential problem areas, suggestions for improvements, and any documented desired outcomes achieved. Reports should be a few paragraphs long with sufficient detail for the City and DOH to understand the relative progress of the project since the last reporting period. Supporting materials should accompany the report, and can include meeting minutes, draft reports/plans, or other materials that indicate project progress. The last quarterly report serves as the final project report and should include summary information about the project's completion.

DELIVERABLES
(continued):

Quarterly reports are due the last working day of each quarter of the calendar year. The last quarterly report will serve as the final report for the project.

Quarterly reports and supporting documentation may be submitted electronically to the DOH Regional Engineer with a cc to the Source Water Program Manager.

2. Submit quarterly reimbursement requests for dollar amounts that reflect the work completed during the quarter.

Reimbursement requests should be submitted with the quarterly reports.

The contractor is responsible for tracking all project expenditures as they relate to this contract, and for maintaining these records.

3. A completed source water protection/watershed control plan summarizing background information, recommended prioritized actions, schedule for implementation, and potential

	<p>financing mechanisms and partners to help implement the plan. The plan must be approved by the City of Ilwaco and DOH.</p>
<p>PAYMENT:</p>	<ol style="list-style-type: none">1. DOH will provide reimbursement to the City of Ilwaco based on approval of quarterly and final reports and required deliverables. Reimbursement will then be made to CREST.2. DOH will withhold 10 percent of the total funding amount (\$1,500) until the project is successfully completed and all deliverables are received and approved by DOH.3. Total reimbursement for allowable costs not to exceed \$15,000.

SCHEDULE AND ESTIMATED COSTS

1 year timeline (10/1/2014-6/30/2015) and the budget here:

Task	Cost	Timeline	Funder
Initial Project Scoping (partner coordination, mapping, strategy development)	\$5,000 (in-kind)	Completed in June 2014	City of Ilwaco, Columbia Land Trust, WA Dept of Health, Evergreen Water
Analysis of Funding Sources & Applications	\$1,000 (in-kind)	Ongoing	Columbia Land Trust
CREST (plan writing, contracting, GIS)	\$8,500	10/1/2014 – 6/30/2014	WA Dept of Health – new contract
Forestry Consultant (roads, culvert, forest analysis)	\$5,000	11/15/2014 – 2/1/2014	WA Dept of Health – new contract
Grant Administration/Finance (City of Ilwaco)	\$1,000	Ongoing	WA Dept of Health – new contract
Source Water Watershed Control Plan approval by DOH	\$500	By 6/30/2015	City of Ilwaco or adjust grant budget
TOTAL	\$22,500		

ACCEPTED BY:

City of Ilwaco date

 10/1/2014

CREST date



Washington Public Agency Contract Small Works, Consultant, and Vendor Rosters

This contract (the "Contract") is made by and between Municipal Research and Services Center of Washington ("MRSC"), a not-for-profit corporation, and the Washington local government, (the "Public Agency"),

1. Purpose. The purpose of this Contract is to provide the Public Agency with membership in MRSC Rosters which will host its individual Small Public Works Roster ("Small Works Roster"), Consultant Roster ("Consultant Roster"), and Vendor Roster ("Vendor Roster") in an online database (collectively, "MRSC Rosters"). MRSC is making membership in the MRSC Rosters available to a number of local government agencies in Washington State to provide them with more efficient and cost effective services.

2. Scope of Services. MRSC shall create and maintain the MRSC Rosters as allowed to the Public Agency and other Public Agency members by RCW 39.04.155, Chapter 39.80 RCW, and RCW 39.04.190, respectively. MRSC shall advertise at least biannually for the Small Works Roster, Consultant Roster, and Vendor Roster in accordance with statutory requirements on behalf of all Public Agency members. MRSC will receive and review small works, consultant, and vendor business (collectively, "business") applications for compliance with basic statutory eligibility requirements, and will maintain business applications.

3. Use of MRSC Rosters by Public Agency. As of the date of the first MRSC biannual legal notice in January or June by occurring after the signing of the membership contract by both parties, the Public Agency will use the Small Works Roster, Consultant Roster, and Vendor Roster hosted in MRSC Rosters as their official rosters.

(a) Small Works Roster. The Public Agency will use the Small Works Roster to select businesses for public work projects up to \$300,000 in value or as otherwise limited by statutes, ordinances, and laws applicable to the Public Agency. The Public Agency shall be independently responsible for its own and the selected business' compliance with all additional or varying laws and regulations governing purchases, including all selection laws, retainage and bonds, prevailing wages, and any other appropriate requirements.

The Public Agency shall be independently responsible, consistent with applicable laws and its own policies and practices, for the determination that the selected businesses are responsible bidders. The Public Agency also shall be independently responsible to conduct a quotation or bid process consistent with applicable statutes, ordinances, and the requirements of the Public Agency and to enter into a contract directly with the business thus selected.

(b) Consultant Roster. The Public Agency will use the Consultant Roster to select businesses for consultant projects, and will do so in accord with all applicable laws and regulations. The Public Agency shall be independently responsible for its own and the selected business' compliance with all additional or varying laws and regulations governing services, including all selection laws, and any other requirements as appropriate.

The Public Agency shall be independently responsible, consistent with applicable laws and its own policies and practices, for the determination that the selected businesses are responsible. The Public Agency also shall be independently responsible to conduct a consultant selection process consistent with applicable statutes, ordinances, and the requirements of the Public Agency and to enter into a contract directly with the business thus selected.

(c) Vendor Roster. The Public Agency will use the Vendor Roster to award contracts for the purchase of supplies, materials, and equipment not being purchased in connection with public works contracts and limited service contracts as authorized in lieu of the requirements for formal sealed bidding. The Public Agency shall be independently responsible for its own and the selected business' compliance with all additional or varying laws governing purchases.

The Public Agency shall be independently responsible to conduct a quotation process consistent with applicable statutes, ordinances, and other requirements of the Public Agency and to enter into a contract directly with the business selected.

(d) Access to MRSC Rosters. MRSC shall make the MRSC Rosters and associated applications and qualifications for each available to the Public Agency by providing it with a user name and password for access to MRSC's online database MRSC Rosters.

4. Compensation of Businesses. The Public Agency shall be independently responsible for payments to any business that is selected as a result of its use of MRSC Rosters. The Public Agency shall make all such payments directly to the businesses selected by the Public Agency.

5. Effective Date and Term. This Contract shall be effective for a period of one year as of the publication date for the first MRSC biannual advertisement in January or June after the signing of the membership contract by both parties. MRSC will notify the Public Agency of the publication dates of each biannual legal notice the week prior to the publication dates. This Contract may be cancelled by either party as provided in Section 10.

6. Compensation of MRSC. The Public Agency will pay MRSC an annual membership fee based on the Public Agency's total capital expenditures for the most recent complete fiscal year for the services under this Contract or an average of the past 5 years if unusually large projects occurred recently. Total capital expenditures for cities are the total of BARS code lines 594 and 595 and similar BARS codes for other Public Agencies. The amount will be paid in full prior to the publication by MRSC of the first biannual legal notice after the signing of the Contract, which will be either in January or June for the MRSC Rosters, and on the subsequent anniversary dates of the publication date.

Based on the Membership Fee Scale, the Public Agency will pay an annual membership of \$_____.

Total Capital Expenditures*	Annual Membership Fee
Less than 5	\$120
5 to 10	\$240
10 to 15	\$360
15 to 25	\$480
25 to 50	\$600
More than 50	\$900

**Total Capital Expenditures in millions*

7. Relationship of Parties. MRSC agrees that it will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Public Agency. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

8. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to any contract with small works, consulting, or vendor businesses into which the Public Agency may enter as a result of the Public Agency's use of the MRSC Rosters. MRSC does not accept responsibility or liability for the performance of any business used by the Public Agency as a result of its use of the MRSC Rosters.

9. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising from any negligent act or omission that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

10. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice. Termination of the contract by the Public Agency does not entitle the Public Agency to a refund of the membership fee prorated as to the time remaining in the contract term following termination.

11. Non-assignment. MRSC shall not subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Public Agency.

12. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.

13. Authority. Each signatory to this Contract represents that he or she has full and sufficient authority to execute this Contract on behalf of MRSC or the Public Agency, as the case may be, and that upon execution of this Contract it shall constitute a binding obligation of MRSC or the Public Agency, as the case may be.

14. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

15. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

16. Public Agency Information. For purposes of Contract administration, the Public Agency provides the following information:

Official Public Agency Name: _____

Common Public Agency Name (if different): _____

Mailing Address: _____

County: _____

Website: _____

Primary Contact:

Name: _____

Title: _____

Email: _____

Telephone: _____

Facsimile: _____

Alternative Contact:

Name: _____

Title: _____

Email: _____

Telephone: _____

Facsimile: _____

17. Signatures. By signing this Contract, the signatories below certify that they have the authority to enter into this Contract, that they agree to payment of fees in accordance with the stated Public Agency Fee Structure and that they agree that the Public Agency shall be bound by and adhere to the Terms and Conditions stated.

PUBLIC AGENCY

MRSC

[Signature]

[Signature]

[Title]

MRSC Rosters Manager
[Title]

[Date]

[Date]

Submit signed contract with annual membership fee to:
MRSC Rosters
Municipal Research and Services Center
2601 Fourth Avenue
Suite 800
Seattle, WA 98121-1280

MRSC Rosters System Comparison

Portal Homepage

Home About Us Public Agency Small Works Consultant Common Questions Contact Us Login

MRSC ROSTERS

MRSC Rosters is a shared statewide small works and consultant roster system that 373 Washington State cities, counties and districts use to search for project bidders.

List of all participating public agencies

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Member Account Login

Public Agency Small Works Consultant

About MRSC ROSTERS Common Questions Contact Us

Map of Washington State showing participating agencies: Adams, Asotin, Benton, Blaine, Brierley, Clark, Clallam, Clatsop, Columbia, Cowlitz, Douglas, Ferry, Franklin, Garfield, Grant, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Lewis & Clark, Lincoln, Mason, Okanogan, Pacific, Pierce, Portland, Pullman, Richland, Skagit, Skamania, Snohomish, Spokane, Stevens, Thurston, Tully, Waiilatpu, Walla Walla, Whitman, Yakima.

Counties with Participating Agencies: Adams, Asotin, Benton, Blaine, Brierley, Clark, Clallam, Clatsop, Columbia, Cowlitz, Douglas, Ferry, Franklin, Garfield, Grant, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Lewis & Clark, Lincoln, Mason, Okanogan, Pacific, Pierce, Portland, Pullman, Richland, Skagit, Skamania, Snohomish, Spokane, Stevens, Thurston, Tully, Waiilatpu, Walla Walla, Whitman, Yakima.

Business Registration Page

Home About Us Public Agency Small Works Consultant Common Questions Contact Us Login

MRSC ROSTERS

Small Works Membership

MRSC Rosters is where contractors who provide all kinds of services can register to be found or made selections to do work on small works projects and become eligible to receive notifications about small construction projects, consulting opportunities, and contracting of vendor services.

Common Questions and ZENITH'S Introduction

Minimum Qualifications Required by RCW 39.03.020

- Washington State-licensed business (limited liability company (LLC))
- At least one full-time employee
- Current State of Washington Employment Security and Pay Insurance Taxes
- Current Insurance
- \$25K US Net Worth

Annual Membership Options (fees are in dollars unless indicated public agencies)

Small Works	Public Agency
<ul style="list-style-type: none"> • Using software (public agency or third party) • Limited support and services without recurring project • Additional fees with joining phone in your membership • \$100 annual fee 	<ul style="list-style-type: none"> • Unlimited Support • Using software (public agency or third party) • Limited support and services without recurring project • Additional fees with joining phone in your membership • \$150 annual fee

REGISTRATION

Check Name (Step 1 of 3) * All fields are required

Business Name: _____
 Our Name: _____
 Password: _____
 Confirm Password: _____

Home Address: _____
 City: _____
 State / Zip: WA _____
 Phone: _____

I accept the terms and conditions

2013-10-08 09:00:00

MRSC ROSTERS

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Member Account Login

Public Agency Small Works Consultant

About MRSC ROSTERS Common Questions Contact Us

MRSC Rosters is an online resource used by Washington local governments to contact businesses about small public works projects, consulting opportunities, and contracting of vendor services.

Learn how we help agencies and businesses connect

MEMBER LOGIN

Public Agencies Small Works Consultant Common Questions Contact Us Login

JOIN MRSC ROSTERS

MEMBER LOGIN

BROWSE PUBLIC AGENCIES

MRSC Rosters is used by 357 WA Public Agencies

WHO WE SERVE

MRSC Rosters is a convenient place for businesses to register on Washington Public Agencies Small Public Works, Consultant, and Vendor Rosters to become eligible to receive notifications about small construction projects, consulting opportunities, and contracting of vendor services

Public Agencies Small Works Consultant Common Questions Contact Us Login

Join MRSC ROSTERS

Member Account Login

Public Agency Small Works Consultant

About MRSC ROSTERS Common Questions Contact Us

REGISTRATION

Check Name (Step 1 of 3) * All fields are required

Business Name: _____
 Our Name: _____
 Password: _____
 Confirm Password: _____

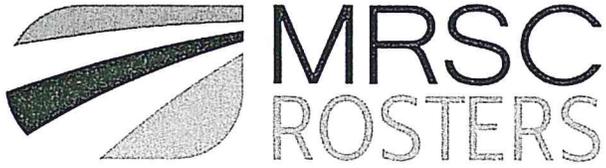
Home Address: _____
 City: _____
 State / Zip: WA _____
 Phone: _____

I accept the terms and conditions

2013-10-08 09:00:00

MORE IN THIS SECTION:

- Business Membership
- Roster Types
- Business FAQ
- Application Options
- Eligibility Requirements
- Registration Instructions
- Contracting Resources
- DOWNLOAD - VIEW
- Business Membership Overview
- MRSC Rosters Website
- Registration Instructions
- BROWSE
- Participating Agencies



206.436.3798

MRSCRosters.org

MRSCRosters@mrscrosters.org

2601 Fourth Avenue, Suite 800

Seattle, WA 98121-1280

September 1, 2014

Dear Public Agency Member:

We are pleased to announce that MRSC Rosters is launching a new database in December 2014!

The new system will incorporate years of user feedback to offer a more intuitive database with clarified service categories, one business application, multiple service category search, and the addition of the Vendor Roster component for non-public works related service providers. More information about the new system is enclosed and we will email you an invitation for the free upcoming overview webinar.

All Public Agency members will be able to take advantage of the system improvements, but if you would like to use the Vendor Rosters component beginning in January, you will need to submit the enclosed Small Works/Consultant/Vendor Roster Contract by December 1st. There is no extra cost for using the Vendor Roster component, but since not all Agencies have statute authorization to use such a contracting process, MRSC determined use of the Vendor Roster could not be mandatory.

Your MRSC Rosters membership will not expire until May 1, 2015, but if you submit the Vendor Roster contract by December 1st, you will be able to begin using the Vendor Roster in January rather than waiting to your spring renewal. The change will not affect your expiration date. If you choose not to submit the Vendor Roster contract at this time, your next opportunity would be for the May 2015 renewal.

If you have any questions, please contact me at 206.436.3798 or ejh@mrsc.org.

Sincerely,

Ellen Hutchinson
MRSC Rosters Manager

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 09/22/14 Council Business Item: 10/13/14

B. Issue/Topic: **Wilson Auxiliary Dwelling Unit Variance Extension**

C. Sponsor(s):

1. Mike Cassinelli
2. Ryan Crater (City Planner)

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

1. Request is for an auxiliary dwelling unit with 140 SF of additional space to accommodate wheelchair access. This variance was approved last year, but due to some unfortunate circumstances the Wilson's were unable to utilize the variance in the time allowed. They are now asking for an extension, please see the attached email.

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

1. The City Planner has approved this extension as the regulations have not changed from last year.

F. Impacts:

1. Fiscal: N/A
2. Legal: N/A
3. Personnel: City Planner has approved the extension
4. Service/Delivery: N/A

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

H. Staff Comments:

1. See attached Staff Report

I. Time Constraints/Due Dates: The Wilsons are anxious to begin work on the foundation while there are still some good weather days.

J. Proposed Motion: **I move to approve the variance extension request for Della and James Wilson for 1809 State Route 101 based on the recommendation of the Ilwaco Planning Commission and findings, conclusions and recommendations of the city planner.**

City Clerk

From: Della Wilson <della_wilson_2000@yahoo.com>
Sent: Wednesday, September 10, 2014 10:10 AM
To: clerk@ilwaco-wa.gov
Subject: Extension on Variance

Hi Ariel,

I would like to formally request a one year extension from the Ilwaco City Council on the Variance issued for 1809 State Rte. 101, Ilwaco WA 98624 previously approved by the City Council on October 29, 2013. Due to illnesses of several family members, we are not able to start construction of the ADU before the variance expires. Please let me know if there are any additional forms needed or any questions you may have.

Sincerely,
Della Wilson
(425) 746-4952

STAFF REPORT

DATE: OCTOBER 1, 2013
TO: CITY COUNCIL, CITY OF ILWACO
CC: DENISE LOFMAN, DIRECTOR, CREST; FILE
FROM: RYAN E. CRATER, COASTAL PLANNER
SUBJECT: WILSON ANCILLARY DWELLING UNIT (VARIANCE)

I. GENERAL INFORMATION

Applicant: James and Della Wilson

Project Address: 1809 State Route 101, Ilwaco, WA 98624

Tax Parcel: 73037013103

Public Land Survey: Section 27, Township 10 North, Range 11 West

Public Notice: Public notice for the shoreline permit was published on September 18, 2013 with a comment period end date of October 15, 2013.

SEPA: Project is exempt from SEPA (WAC 197-11-800).

Shoreline M Master Program: The proposed project is located within the jurisdiction of the City of Ilwaco SMP, but is exempt from a Shoreline Development Permit per WAC 173-27-040 (2)(g).

Critical Areas: The project is in compliance with the City of Ilwaco Critical Areas Ordinance No. 614.

Zoning: R – 4 (Recreational Residential District)

Comprehensive Plan Designation: Low Density Residential

Requested Action: The applicant is requesting a variance approval to the dimensional standards for the construction of an Auxiliary Dwelling Unit (ADU) of 540 sq. ft. The proposed ADU will exceed the 400 sq. ft. limit stated in Title 15 (Unified Development Ordinance), Chapter 15.04 (Definitions) by 140 square feet. Approval of the project requires a variance approval to exceed the dimensional standard for ADU's.

II. SITE INFORMATION

Site Location: The project site is located approximately one mile east of downtown Ilwaco on Highway 101. The subject property abuts the Wallacut River/Baker Bay on the south side with Hwy 101 located north of site. To get to the property, take highway 101 east from the City of Ilwaco and turn right approximately 500 feet south of Ilwaco Cemetery Road.

Site Characteristics: The property currently has a single family residence and a detached pole barn constructed on it. The rest of the property is maintained as a yard and has a single row of vegetation bordering the west property line.



Adjacent Land Uses: The project site is adjacent to several residential lots that are approximately one acre in size and are primarily developed for single family residential use. A non-operational RV park is located near the property to the west. The riverward property adjacent to the proposed project site is owned by the Port of Ilwaco.

III. PROJECT INFORMATION

Project: The applicant is requesting to build an ADU that will be 30' x 18' (540 sq. ft.) and will be attached to an existing pole barn. The new addition will also include a separate storage unit on the second floor that will not be accessible from the ADU.

Project Information: The proposed project will consist of the following being built on site:

1. Construct a 30' x 18' addition to an existing pole barn. The ground floor of the addition will be used as an ADU. The second floor of the addition will be additional storage for the pole barn and not accessible by the ancillary dwelling unit.

IV. CITY OF ILWACO ZONING (UNIFIED DEVELOPMENT ORDINANCE – TITLE 15)

Zoning Designation: The project site is zoned R-4 (Recreation Residential).

R- 4 (Recreational Residential): The intent of the R-4 district is to be primarily residential, with recreation and commercial uses that are compatible with a residential area and do not infringe upon residential livability.

Finding: The proposed project is for the construction of an ADU and will be attached to an existing pole barn on site. The new addition will also include storage space above the ADU that will be accessed from the pole barn. Chapter 15.44 (Allowed and Restrictive Uses Table) does not list "Auxiliary Dwelling Units" specifically, but it is determined that within residential zoned properties that ADU's are allowed for the sole use of the owner and their family. Additionally, (IMC 15.04 Definitions) states, "Auxiliary dwelling unit" means an additional dwelling unit, including separate kitchen, sleeping, and bathroom facilities, separate from the owner occupied primary residential dwelling unit, on a single-family lot, not to exceed four hundred (400) square feet." It is determined that the proposed project is an allowed use and is consistent with the intent of the R – 4 Zoning regulations. The proposed project is subject to approval under a Variance Request as the ADU will be 140 sq. ft. larger than the allowed dimensional standard listed in Chapter 15.04 (Definitions) of Title 15.

V. VARIANCE (CHAPTER 15.52 OF TITLE 15)

Variance Request: The applicant is requesting a variance to the dimensional standards for ADU's. Auxiliary dwelling units are defined in Section 15.04 (Definitions) of Title 15 as being limited to 400 square feet. The applicant is requesting to build an ADU that is 540 sq. ft., which is 140 sq. ft. larger than allowed. The additional space is need for the applicant's elderly parent who needs to use a wheelchair at times. The additional space will be used to facilitate wheelchair access within the ADU to allow extra space for maneuverability around furniture.

15.52.060 Criteria to be considered: Variances will only be granted when the applicant demonstrates that all of the following conditions are met:



A. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;

Finding: The applicant has demonstrated that a special condition/circumstance exists and that the additional space required for the ADU is the minimum necessary. The ADU will be used to accommodate an elderly family member that needs wheelchair access inside of the residence. The additional space is for the maneuverability of wheelchair within the ADU. The proposed project meets this criterion.

B. That literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this title;

Finding: The literal interpretation of the provisions of Title 15 would not deprive the applicant of rights commonly enjoyed by other citizens regarding the use of an ADU. The literal interpretation of Title 15 would deprive the applicant the ability to care for an elderly parent by not allowing them to provide accommodations that meets the needs of their elderly parent's current physical needs. The proposed project meets this criterion.

C. That the special conditions and circumstances do not result from the actions of the applicant;

Finding: The applicant has not created special conditions or circumstances that result in the need for the approval under a variance request. The applicant is requesting the additional 140 sq. ft. of space to allow their elderly parent maneuverability within the ADU while in a wheelchair. The dimensional standard of 400 sq. ft. is not adequate to allow wheelchair access when considering the placement of common household furniture within the living space. The additional space that has been requested is the minimum necessary to afford relief. The proposed project meets this criterion.

D. That granting of the variance requested will not confer on the applicant any special privilege that is denied by this title to other lands, structures or buildings in the same district; and

Finding: The granting of this variance request would not confer on the applicant any special privilege that is not afforded to other citizens under similar circumstances. The additional space requested is reasonable and is the minimum necessary to afford relief from the dimensional standards. The proposed project meets this criterion.

E. That the granting of the variance will be in harmony with the general purpose and intent of this title, will not be injurious to the neighborhood, or otherwise detrimental to public welfare. (Ord. 627 (part), 1999)

Finding: The proposed variance request would be in harmony with the general purpose and intent of City's Unified Development Ordinance (Title 15) for R – 4 zoned properties. The proposed project would not be injurious to the neighborhood or be detrimental to public welfare in general. The proposed project site is located on 0.97 acres and is well above the minimum lot size for residential uses allowed within the zone. The intent of the zone is for duplexes and multifamily homes, which mean the parcel, could be broken up into approximately six lots with each having a duplex placed on them. The intent of the zone is for a more dense residential setting and therefore the request for the ADU would not be detrimental or injurious to the neighborhood. The proposed project meets this criterion.



VI. REVIEW CRITERIA (PLANNING COMMISSION & CITY COUNCIL)

Planning commission review and recommendation on variances (Title 15.52.080):

- A. After receiving the city planner's report, the planning commission will consider the criteria listed in Sections 15.52.060A - E above, then make a recommendation on the variance application to the city council.
- B. Every recommendation of the planning commission must be in writing and must include findings of fact and conclusions to support the recommendation.
- C. Recommendations of the planning commission are advisory only.

City council review and decision on variances (15.52.090):

- A. After receiving a recommendation from the planning commission on a variance application and after due notice, the city council will conduct a public hearing on the variance application, at which it will consider the application, related materials, the city planner's report, the planning commission's recommendation, any SEPA determinations, the criteria listed in Sections 15.52.060A—E above, and any comments made at the hearing by the applicant(s), neighboring property owners, and other interested parties.
- B. Following the public hearing, the city council may approve, approve with conditions or deny the variance request.
- C. Every decision made by the city council must include findings of fact and conclusions to support the decision.

VII. RECOMMENDATIONS

Suggested Conditions of Approval:

1. The applicant shall obtain and comply with all applicable federal, state and local permits and requirements.
2. The applicant shall obtain a building permit prior to the construction of the ADU.
3. Applicant shall employ erosion and control methods during the construction of the project.
4. Project shall be constructed as designed and shown on the site plan. Design changes that affect the projects proposed building footprint or square footage beyond that which is approved shall require additional permit review and approval.
5. The ADU shall be for the sole use of the landowner and shall not be rented out as a separate living unit from the primary home. Should future changes to Title 15 allow such use of the ADU, or the property is legally divided separating the primary home on a separate lot, this condition will be considered no longer valid.
6. This variance approval, if not exercised, expires one year after the decision by the city council.

Suggested Conclusions:

1. The proposed project meets the variance criteria listed Title 15, Section 15.52.060 (A-B).
2. The proposed project is consistent with the City of Ilwaco Comprehensive Plan.

Suggested Finding of Facts:

1. The applicant is James and Della Wilson, 1524 SE 18th Street Bellevue, WA 98007
2. The project site is located at 1801 State Route 101, Ilwaco, WA 98624.
3. Proposed ADU will be located on Parcel # 73037013103, which is located in Section 27, Township 10 North, Range 11 West W.M.
4. The proposed project is an allowed use within R – 4 zoning.
5. The project is exempt from a Substantial Development Permit under the City of Ilwaco Shoreline Master Program per WAC 173-27-040 (2) (g).
6. The proposed project is exempt from SEAP review under WAC 197-11-800.
7. The variance request is exempt from SEPA review per Chapter 15.52.010 (C) of Title 15 of the Ilwaco Municipal Code.
8. The proposed project meet the variance review criteria listed in Title 15, Section 15.52.060 (A-B) of the Ilwaco Municipal Code.

Suggested Permit Review Action:

City Planner recommends **APPROVAL** of the variance request subject to the suggested conditions of approval above.

Choice of Action:

1. Approval of Variance Permit VAR2013-0001.
2. Approve of Variance Permit VAR2013-0001 with additional conditions.
3. Deny the Variance Permit.

Decisions made by the City of Ilwaco Council are appealable to Pacific County Court per Title 15.08.160 of the Unified Development Ordinance.

Questions regarding this staff report can be addressed to Ryan E. Crater, (503) 325-0435 ext. 13, or by email at rcrater@columbiaestuary.org

Ryan E. Crater
Planner – City of Ilwaco





120 First Avenue North
PO Box 548 • Ilwaco, WA 98624
Phone: 360.642.3145
Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

October 29, 2013

James and Della Wilson
15214 SE 18th St
Bellevue WA 98007

Report of Decision: Variance for 1809 State Rte. 101, Ilwaco WA 98624

Dear Mr. and Mrs. Wilson:

On October 29, 2013, the Ilwaco City Council held a public hearing at their regularly scheduled council meeting. Based on the recommendation of the Ilwaco Planning Commission and the findings, conclusions and recommendations of the city planner, the Ilwaco City Council approved your application for a variance for 1809 State Rte. 101, Ilwaco WA 98624, subject to the following conditions:

1. The applicant shall obtain and comply with all applicable federal, state and local permits and requirements.
2. The applicant shall obtain a building permit prior to construction of the ADU.
3. Applicant shall employ erosion and control methods during the construction of the project.
4. Project shall be constructed as designed and shown on the site plan. Design changes that affect the projects proposed building footprint or square footage beyond that which is approved shall require a new variance.
5. The ADU shall be for the sole use of the landowner and shall not be rented out as a separate living unit from the primary home.
6. The variance approval, if not exercised, expires one year after the decision by the City Council.

If you have any questions regarding these conditions, please contact City Hall at 360-642-3145.

Sincerely,

PJ Kezele
Deputy City Clerk

Cc: Ryan Crater
Rick Gray/Gayle Brochard

City Clerk

From: Ryan Crater <r crater@columbiaestuary.org>
Sent: Wednesday, September 10, 2014 10:57 AM
To: clerk@ilwaco-wa.gov
Subject: RE: Variance - Della Wilson

Sounds good.

From: City Clerk [mailto:clerk@ilwaco-wa.gov]
Sent: Wednesday, September 10, 2014 10:01 AM
To: Ryan Crater
Subject: RE: Variance - Della Wilson

Ryan,
Great, thanks. I called her and asked her to write a letter to the council, if it is ok with you can I put on the briefing doc that the planner doesn't see a problem with extending this variance?
Ariel

From: Ryan Crater [mailto:r crater@columbiaestuary.org]
Sent: Tuesday, September 09, 2014 4:41 PM
To: clerk@ilwaco-wa.gov
Subject: RE: Variance - Della Wilson

I looked in the code for a process to request an extension, but for some reason can't find one for the variance.

It is common to offer extensions for situations like this. Since the final decision was made by City Council, I would say the request needs to be approved by them.

We can do this a couple of ways (either way works):

1. Have the applicant send me a request to extend the variance approval, which I will write a short memo to Council requesting the variance expiration date be extended out per the applicants request. (This is if they want an opinion from the planner)
2. Or....Have the applicant send a request directly to Council to extend the variance expiration date for consideration and approval.

I don't see any issues with granting an extension for the applicant. The regulations haven't changed, so there are no vesting issues.

Ryan

From: City Clerk [mailto:clerk@ilwaco-wa.gov]
Sent: Tuesday, September 09, 2014 9:46 AM
To: Ryan Crater
Subject: Variance - Della Wilson

Ryan,

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 2/24/14 Council Business Item: 10/13/14
9/22/14
- B. Issue/Topic: **First Avenue North Sewer Improvement and Brumbach Overlay Project**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. The available project funds were provided by a Department of Ecology loan totaling \$969,572 and a Transportation Improvement Board grant of \$150,692 along with \$7,931 of city funds. To fund additional costs related to an archeological find, the city had approved a change order for \$4,033.
2. The project occurred during the summer/fall of 2013.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. Gray & Osborne has recommended the City accept the First Avenue North Sewer Improvement and Brumbach Overlay project as complete and a final voucher was submitted.
2. At their February meeting the Council requested that warranty work on the pavement be completed before accepting the project.
3. The warranty work has been completed and the Washington State Department of Transportation has confirmed that they are accepting the paving.
- F. Impacts:
1. Fiscal: A summary is provided of the costs versus funding and costs versus contracts for engineering/cultural monitoring and construction.
2. Legal: The attorney has not been requested to review.
3. Personnel: n/a
4. Service/Delivery: n/a
- G. Planning Commission: Recommended N/A Public Hearing on
- H. Staff Comments:
1. None
- I. Time Constraints/Due Dates: Retainage cannot be released until 60 days have passed from the project acceptance and releases have been authorized by the appropriate state agencies.
- J. Proposed Motion: **I move to accept the First Avenue North Sewer Improvement and Brumbach Overlay project as complete and authorize the mayor to execute the Final Contract Voucher Certificate and proceed with project close out.**



Gray & Osborne, Inc.

CONSULTING ENGINEERS

February 7, 2014

Mayor Mike Cassinelli
City of Ilwaco
P.O. Box 548
Ilwaco, Washington 98624

**SUBJECT: PROJECT ACCEPTANCE AND RELEASE OF RETAINAGE,
1ST AVENUE NORTH SEWER IMPROVEMENT AND
BRUMBACH OVERLAY PROJECT
CITY OF ILWACO, PACIFIC COUNTY, WASHINGTON
G&O #13458.00 & #11428.00**

Dear Mayor Cassinelli:

This letter provides the City with guidance regarding accepting the project as complete, and release of the retainage bond.

1. FINAL CONTRACT VOUCHER

We have enclosed the partially executed Final Contract Voucher for this project.

Please sign the enclosed "Final Contract Voucher" and forward a copy to the contractor and Gray & Osborne, Inc.

2. PROJECT COMPLETION ACCEPTANCE

The project has been completed in compliance with the Contract and the contractor has been made aware of the following warranty items:

1. Install centerline and edge sealant (see attached e-mail dated November 5, 2013). Edge sealing is included in Bid Item 14, HMA Cl. 1/2" PG 58-22.
2. Repair asphalt patch at the meter vault. The edges of the patch that was repaired in mid-October 2013 are raveling and the quality of the workmanship is not acceptable to the City or WSDOT. The City has brought this issue to the attention of the paving contractor.



Mayor Mike Cassinelli

February 7, 2014

Page 2

3. Repair the bump in the transition on the north side of the northbound lane. The City has brought this issue to the attention of the paving contractor.

We therefore recommend the City accept the project as complete.

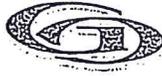
Affidavits of Wage Paid forms for the prime contractor and subcontractor are attached to this letter and the affidavit numbers for each subcontractor have been entered on the Notice of Completion form. Attached for your use is a draft "Notice of Completion of Public Works Contract" form. We have also e-mailed this form to you for your use.

After the City has accepted the project as complete and filled in the date of acceptance on the "Notice of Completion of Public Works Contract" form, the City needs to forward the "Notice of Completion of Public Works Contract" form to the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Washington State Employment Security Department.

3. RELEASE OF RETAINAGE

The retainage bond should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the date of project acceptance as indicated in the City Council meeting minutes.
2. The City receives the Washington State Department of Revenue "Certificate of Payment of State Excise Taxes by Public Works Contractor" (RCW 60.28).
3. The City receives the "Certificate of Payment of Contribution Penalties and Interest on Public Works Contract" from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.



Mayor Mike Cassinelli
February 7, 2014
Page 3

Please contact the undersigned if you have any questions or concerns regarding these matters.

Very truly yours,

GRAY & OSBORNE, INC.

Nancy E. Lockett, P.E.

NEL/hhj
Encl.

cc: Rognlin's, Inc.
Mr. Chuck Dompier, Resident Inspector, Gray & Osborne, Inc.
Mr. David Dougherty, Washington State Department of Ecology
Mr. Clint Ritter, P.E., Washington State Transportation Improvement Board

Final Contract Voucher Certificate

Contractor Rognlins Inc.			
Street Address 321 W. State			
City Aberdeen	State WA	Zip 98520	Date 1/15/14
Project Number (Owner)			
Job Description (Title) 1st Avenue N Sewer Improvement and Brumbach Avenue Overlay			
Date Work Physically Completed 12/3/13		Final Amount \$913,635.83	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Ilwaco (Owner) nor have I rented or purchased any equipment or materials from any employee of the City of Ilwaco (Owner); I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Ilwaco (Owner) for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Ilwaco (Owner) from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

ANN M. MCKINNEY
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires Oct. 10, 2017

[Signature]
Contractor Authorized Signature Required

Nick Rognlin, Project Manager
Type Signature Name

Subscribed and sworn to before me this 29th day of January 20 14

[Signature] Notary Public in and for the State of Washington

Residing at Aberdeen WA

(Owner) Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct. Approved Date _____

[Signature]
Project Engineer City of Ilwaco (Owner)

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Ilwaco (Owner) for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

**PROGRESS ESTIMATE NO. 5
DECEMBER 17, 2013**

CITY OF ILWACO
PACIFIC COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
OCTOBER 20, 2013 TO DECEMBER 17, 2013

PROJECT:
CITY OF ILWACO
FIRST AVENUE NORTH SEWER IMPROVEMENT PROJECT
AND BRUMBACH AVENUE OVERLAY
G&O JOB NUMBER #13458 & #11428

CONTRACTOR:
ROGLIN'S, INC.
321 WEST STATE STREET
ABERDEEN, WA 98520

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX		MATERIALS ON HAND	CONTRACTOR HAS RETAINAGE BOND	TOTAL PAYMENT
			RATE (SCH. A ONLY)	SALES TAX AMOUNT			
1.	JULY 10, 2013 TO JULY 26, 2013	\$118,109.00	7.80%	\$8,233.60	\$0.00	\$0.00	\$126,342.60
2.	JULY 27, 2013 TO AUGUST 22, 2013	\$280,784.90	7.80%	\$13,773.12	\$0.00	\$0.00	\$294,558.02
3.	AUGUST 23, 2013 TO SEPTEMBER 24, 2013	\$267,735.10	7.80%	\$20,785.84	\$0.00	\$0.00	\$288,520.94
4.	SEPTEMBER 25, 2013 TO OCTOBER 19, 2013	\$181,279.63	7.80%	\$14,041.14	\$0.00	\$0.00	\$195,320.77
5.	OCTOBER 20, 2013 TO DECEMBER 17, 2013	\$6,250.00	7.80%	\$643.50	\$0.00	\$0.00	\$6,893.50
TOTAL:		\$856,158.63		\$57,477.20	\$0.00	\$0.00	\$913,635.83

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing: 10/13/14
Council Discussion Item:10/13/14 Council Business Item:

B. Issue/Topic: **Conditional Use Permit – Vacation Rental 211 Pearl St**

C. Sponsor(s):

1. Crater
- 2.

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

The proposed vacation rental home was historically used for a boarding home for those in the fishing and canning industry. It is a seven bedroom home, with ten bathrooms and a guest house. This home was previously used as a Bed and Breakfast up until 1998, prior to the current zoning regulations. In 2008 the current owners applied for a conditional use permit to make the home an operating vacation rental, the request at that time was denied by the City Council. There was a lot of negative feedback from the surrounding neighbors.

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

The potential owners of the home now intend to live full-time on the premises. They hope to offer a nice place to stay in the heart of Ilwaco, with easy access to the Port of Ilwaco. It should be noted that the Planning Commission voted to *not* recommend this be approved by the City Council.

F. Impacts:

1. Fiscal: The City would receive the Hotel/Motel tax from the rental
2. Legal:
3. Personnel:
4. Service/Delivery:

G. Planning Commission: Recommended Not Recommended
 Public Hearing on October 13, 2014

H. Staff Comments:

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to (approve or deny) this conditional use permit for the purpose of a vacation rental under the conditions presented by the City Planner.**

STAFF REPORT

DATE: OCTOBER 9, 2014
TO: CITY COUNCIL, CITY OF ILWACO
FROM: RYAN E. CRATER, CITY PLANNER
SUBJECT: CONDITIONAL USE PERMIT – CUP2014-0002 – VACATION RENTAL

I. GENERAL INFORMATION

Applicant: Sara & Fred Rizzo

Project Address: 211 Pearl St, Ilwaco, WA 98624

Tax Parcel: 73001003404

Public Land Survey: Section 33, Township 10 North, Range 11 West

Public Notice: Public Meeting / Hearing Notice was published in the Chinook Observer on September 24, 2014 with a comment period end date of October 13, 2014.

SEPA: Project is exempt per (WAC 197-11-800(6)).

Shoreline Master Program: The proposed project is not located within the jurisdiction of the City of Ilwaco SMP.

Critical Areas: The proposed project is in compliance with the City of Ilwaco Critical Areas Ordinance No. 614.

Zoning: R – 1 (Single Family Residential District)

Comprehensive Plan Designation: Commercial

Requested Action: The applicant is requesting a Conditional Use Permit to operate a Vacation Rental out of an existing Single Family Residence.

II. SITE INFORMATION

Site Location: The project site is located on Pearl Street, just north of the Port of Ilwaco parking lot. To get to the property, take Howerton Ave heading east, and then turn left onto Pearl Street; the proposed Vacation Rental is the first home on the left heading north. The existing structure on site has a total of seven (7) bedrooms, which includes a detached guest house with two (2) bedrooms, bringing the total number of rooms to nine (9).



Site Characteristics: The proposed Vacation Rental is located on approximately 0.30 acres within the city. The structures on site include the main home and a detached guest house. Just south of the main home is a parking lot, which is approximately 0.10 acres in size. The rest of the property is maintained as a yard.

Adjacent Land Uses: The project site is adjacent to approximately 23 single family residential lots and a few minor industrial lots to the south within 300 feet. The property has direct access to the commercial core of the Port of Ilwaco along Howerton Way, which can be accessed from Pearl Street.

III. PROJECT INFORMATION

Project: The applicant is requesting a Conditional Use Permit to operate a Vacation Rental out of a single family home. No other additional uses or changes are requested under this application. No additional buildings and/or changes to the property will be done as a result of this Conditional Use being approved. The proposed Vacation Rental will be located in a home that was historically used as a boarding house to the canning and fishing industries located in Ilwaco. Most recently the home was used as a Bed and Breakfast prior to it being vacant.

IV. CITY OF ILWACO ZONING (UNIFIED DEVELOPMENT ORDINANCE – TITLE 15)

Zoning Designation: The project site is zoned R- 1 (Single Family Residential District).

R- 1 (Single Family Residential District): The intent of the R-1 District is to provide for a low-density, single-family residential type of development, including new manufactured homes, and to protect the area's single-family residential character.

Finding: The proposed project is for the use of a single family residence as a Vacation Rental. Under Title 15.44.020 (Land Use Table), Vacation Rentals are not listed as an allowed use. Per Title 15.44.010 (B), applicants may apply for a Conditional Use Permit as described in Chapter 15.48 of Title 15 for uses not specifically allowed. Staff has reviewed the land use table and finds that Vacation Rentals are not similar in nature to allowed and listed uses for the R-1 Zoning District, so the applicant must seek approval under a Conditional Use Permit for the Vacation Rental.

V. CONDITIONAL USES (CHAPTER 15.48 OF TITLE 15)

Conditional Use Request: The applicants are requesting a Conditional Use Permit to operate a Vacation Rental out of existing single family residential home in an R-1 District. Vacation Rentals are not listed as an allowed use for R-1 Districts under the (Allowed and Restricted Uses Table, Title 15, Chapter 15.44). Under Title 15, Section 15.44.010 (B), the applicant can apply for a Conditional Use Permit subject to review and approval under Title 15, Chapter 15.48 for uses not listed under Title 15, Chapter 15.44.020 for R-1 Districts.

Title 15.48.090 City Council Review and Decision: A Conditional Use Permit will be granted by the City Council based upon a statement of findings that all of the following criteria are satisfied:

1. The proposed use in the proposed location will not be detrimental to other uses legally existing or permitted outright in the zoning district.

Staff Findings: It is staffs opinion that the proposed vacation rental will not be detrimental to other uses legally existing or permitted outright within the immediate vicinity. The applicant has supplied an Operation and Maintenance Plan, to include Rental Rules and Regulations regarding the management of



the proposed use. The applicant intends to live within the home to provide onsite management support and to control this use in a manner consistent with a single family residential use. With the applicants living on site, this would be similar in nature to a Bed and Breakfast. The only difference would be that the applicants are not proposing to provide meal services for the patrons of the Vacation Rental. Previously City Council has approved use of the existing structure as a Bed and Breakfast. The project is consistent with this criterion.

2. The size of the site is adequate for the proposed use.

Staff Findings: The applicant is not requesting to increase the size of the existing home in order to accommodate the Vacation Rental. The structure was originally constructed as a boarding house to provide living space for workers in the canning and fishing industries historically located at the Port of Ilwaco. The proposed use is adequate in size for the requested use. The project is consistent with this criterion.

3. The traffic generated by the proposed use will not unduly burden the traffic circulation system in the vicinity.

Staff Findings: The proposed Vacation Rental is accessed via “Pearl Street”, which provides ingress and egress for both existing homes in the area and provides access to the Port of Ilwaco. The applicant has stated that the primary access point to the Vacation Rental will be by way of Howerton Way. Having traffic associated with the Vacation Rental being directed from Howerton Way will help alleviate traffic impacts to existing residential uses in the area. Overall, traffic generated by the proposed Vacation Rental will be similar in nature to that of a typical single family home of equivalent size. The applicant has indicated the Vacation Rental can provide parking for a total of 12 vehicles. Staff finds that the proposed use of the home as a Vacation Rental will not generate traffic above levels currently observed in the area or that would otherwise be generated by the existing home. The project is consistent with this criterion.

4. The other performance characteristics of the proposed use are compatible with those other uses in the neighborhood or vicinity.

Staff Findings: The existing single family home will not be altered in a way that is inconsistent with the characteristics of the immediate area nor will it create an incompatible characteristic distinguishing it from other uses in the vicinity. Staff finds that the proposed use can be permitted and conditioned to meet the intent of the R-1 Zoning District in its proposed location. The overall size of the home in itself could accommodate a large family or a combination of two large families (being related) living together. Impacts associated with large homes such as the existing residential structure located at 211 Pearl Street can be similar in nature as that of a Vacation Rental in staff’s opinion. Operating the home as a Vacation Rental and under certain permit conditions assigned to the use gives the City additional leverage to control uses such as a Vacation Rental. The project is consistent with this criterion.

5. Adequate buffering devices such as fencing, landscaping or topographic characteristics protect adjacent properties from adverse effects of the proposed use, including adverse visual or auditory effects.

Staff Findings: Staff finds that the existing land characteristics provide adequate buffering and that additional buffering devices are not necessary for the proposed location. The project is consistent with this criterion.



6. The other uses in the vicinity or the proposed site are such as to permit the proposed use to function effectively.

Staff Findings: Staff finds that the existing uses within the vicinity of the proposed site will allow the Vacation Rental to function effectively and that the proposed use can conform to the meet the intent of the R-1 Zoning District with the suggested conditions identified below. The project is consistent with this criterion.

7. The proposed use complies with the performance standards, parking requirements and other applicable provisions of this title.

Staff Findings: Staff finds that the proposed Vacation Rental complies with the performance standards, parking requirement and other applicable provisions of Title 15. The applicant has provided sufficient evidence showing adequate off-street parking for 12 vehicles is located on site. No additional parking measures are required under Title 15. The project is consistent with this criterion.

Overall Finding: Staff finds the applicant has demonstrated the proposed Vacation Rental can be conditioned in a way to meet the intent of the R-1 Zoning District for this particular request.

A Conditional Use Permit request is used to evaluate and condition a use not otherwise allowed outright in a zoning district. Under a Conditional Use Permit activities not allowed outright can be permitted in specific circumstances subject to approval by City Council and upon applying appropriate permit conditions. Conditional Uses require a special degree of control to make such uses consistent with and compatible to other existing or permissible uses in the same zoning district. Under this request, the proposal was evaluated based on adjoining uses in the area, potential impacts from such a request on existing uses, which was then evaluated to determine if the request could be conditioned in a manner consistent with the intent of the R-1 District.

Staff determined that this particular request can be conditioned in such a way to be consistent with the intent of the R-1 Zoning District for its location. If properly managed, regulated, and appropriately conditioned a Vacation Rental wouldn't present any additional impacts above that of a single family residence. The difference in the use from that of a normal residence adjacent to the Vacation Rental would be multiple occupants over time would be using the home and impacting the area in a similar manner that of a single use residence. Impacts that can be attributed to Vacation Rentals that are of concern to adjoining property owners would be excessive noise, uncontrolled number of renters, etc. These impacts can be controlled under a Conditional Use Permit by applying specific and unique conditions to control the use.

As described above, the potential impacts that a Vacation Rental can have on a typical residential neighborhood can be controlled thereby making the use compatible to other existing or permissible uses. In this case, Staff requested the applicant to submit an Operation and Maintenance Plan and Rental Rules and Regulations, which restricts the use of the Vacation Rental so that it doesn't cause any adverse impacts above those normally anticipated within R-1 Zoning District. Staff finds that the proposed Vacation Rental can be appropriately permitted and conditioned to conform to the intent of the R-1 Zoning District after reviewing the above documents and application of the suggested conditions below in Section VII.



VI. REVIEW CRITERIA (PLANNING COMMISSION & CITY COUNCIL)

Planning commission review and recommendation on Conditional Uses (Title 15.48.080):

- A. After receiving the city planner's report, the planning commission will consider the application, related materials, the city planners report, and any SEPA determinations.
- B. The Planning Commission will make a recommendation on the Conditional Use Permit in a report to the City Council.
- C. Every recommendation made by the Planning Commission must include findings of fact based on Section 15.48.090 (C) and conclusions to support the recommendation.
- D. Recommendations of the Planning Commission are advisory only.

City council review and decision on variances (15.52.090):

- A. After receiving a recommendation from the planning commission on a variance application and after due notice, the city council will conduct a public hearing on the variance application, at which it will consider the application, related materials, the city planner's report, the planning commission's recommendation, any SEPA determinations, the criteria listed in Sections 15.52.060A—E above, and any comments made at the hearing by the applicant(s), neighboring property owners, and other interested parties.
- B. Following the public hearing, the city council may approve, approve with conditions or deny the variance request.
- C. Every decision made by the city council must include findings of fact and conclusions to support the decision.

VII. RECOMMENDATIONS

Suggested Conditions of Approval:

1. The applicant shall comply with all applicable federal, state and local permits and licenses.
2. The applicant shall maintain the existing home as a single family residence in appearance or as otherwise allowed.
3. The Vacation Rental is limited to a total of 20 guests at any one time and shall be supervised by an onsite manager/owner.
4. The Vacation Rental shall be subject to quiet hours from 10 p.m. to 8 a.m. and shall refrain from littering or parking on adjoining properties or along street right-of-ways. All boat trailers shall be parked either within the existing parking lot on site or at the Port of Ilwaco in designated areas parking areas.
5. Open consumption of alcoholic beverages on the property shall not be allowed and is restricted to inside the Vacation Rental or in a designated location on the property, which shall be fenced from public view.



6. The Vacation Rental shall have local phone service via a land line with a phone positioned in the home for use of all patrons.
7. Signage associated with the Vacation Rental is subject to Title 15.45 (Residential Uses). Off premises signage is not allowed under this Conditional Use Permit.
8. Applicant shall post the submitted "Rental Rules and Regulations" so they are clearly visible to occupants of the Vacation Rental.
9. The applicant shall edit the submitted Rental Rules and Regulations to note that the issuance of this CUP is subject to Permit Suspension and/or Revocation should the use be exercised contrary to the terms or conditions of the permit approval or in violation of any statute, law or regulation per Title 15.02.120 (D).
10. Applicants shall schedule a "Life and Safety" inspection to be conducted by the City Building Inspector. Building Inspector will verify that the property has properly operating smoke/carbon monoxide detector for each room, a fire extinguisher is readily available for occupants, and that all safety hand rails are up to code. This inspection shall include the City Fire Chief.
11. The applicant shall post the Vacation Rental Conditional Use Permit so that it is clearly visible to occupants.
12. The applicant shall maintain residency on site of the Vacation Rental and/or shall have a representative living on site when rooms are being rented out.
13. This Conditional Use Permit approval, if not exercised, expires one year after the decision by the City Council.
14. This Conditional Use Permit is non-transferable should the property be sold by the applicant.
15. Applicant shall obtain a current Washington State UBI number and Ilwaco Business License prior to the start of operations.
16. The applicant shall have all guest vehicles display a window sticker and/or identification tag indicated the vehicle belongs to a guest of the Vacation Rental.

Suggested Conclusions:

1. The proposed project can be conditioned to meet the intent of the R-1 Zoning District for its particular location based on Staffs review of Title 15.48.090 (C) (1 – 7).
2. The proposed project is consistent with the City of Ilwaco Comprehensive Plan.

Suggested Finding of Facts:

1. The applicants are Sara & Fred Rizzo
2. The project site is located at 211 Pearl Street, Ilwaco, WA 98624.
3. Proposed Vacation Rental is located on Parcel # 73001003404; located in Section 33, Township 10 North, Range 11 West, W.M.



4. The proposed project is located within the R-1 Zoning District.
5. The proposed project is exempt from SEPA review under WAC 197-11-800(6).
6. Staff finds that the project as proposed with the suggested permit conditions above, meets the overall intent of the R-1 Zoning District. The proposed project has been designed and conditioned to have minimal adverse impacts to existing uses in the vicinity.

Suggested Permit Review Action:

City Planner recommends a **CONDITIONAL APPROVAL** of the Conditional Use Permit request subject to the suggested conditions of approval above.

Choice of Action:

1. Approve Conditional Use Permit, CUP2014-0002 with suggested conditions.
2. Approve Conditional Use Permit, CUP2014-0002 with council amended conditions*.
3. Deny the Conditional Use Permit under the authority of Title 15.48.090 (E)*.

**** Title 15.48.090 – The City Council has full discretion in applying conditions or denying a requested Conditional Use.***

Decisions made by the City of Ilwaco Council are appealable to Pacific County Court per Title 15.08.160 of the Unified Development Ordinance.

Questions regarding this staff report can be addressed to Ryan E. Crater, (503) 325-0435 ext. 213, or by email at rcrater@columbiaestuary.org

Ryan E. Crater
Planner – City of Ilwaco

Attachment 1: Master Permit Application Form

Attachment 2: Applicants Narrative

Attachment 3: Notice of Application / Public Hearing

Attachment 4: Determination of Completeness Letter to the Applicant

Attachment 5: Rental Rules and Regulations

Attachment 6: Operation and Maintenance Plan for the Vacation Rental

Attachment 7: Site Plan and Site Photo

Attachment 1

Master Permit Application Form

OWNER(S) (if different from Applicant)			
Name			
Address			
City/State/Zip			
Telephone		Fax	
Email			
We, the undersigned, grant the applicant permission to use our property in the manner described in this application.			
Owner's Signature		Date	
Owner's Signature		Date	
Owner's Signature		Date	

PROPERTY INFORMATION	
Property Address/Location	211 Pearl St
Assessor Parcel Nos.	
Current Zoning	R-1
Current Land Use	Private Home
Proposed Land Use	Vacation rental

LEGAL/FINANCIAL RESPONSIBILITY			
We, the undersigned, attest under penalty of perjury that the information in this application is true and accurate. We also acknowledge that it is our responsibility to understand and comply with all applicable federal, state and local regulations. Further, we agree that we shall be financially responsible for any and all engineering and planning services or other professional consulting/legal services deemed necessary by the city for the complete permit and plan review. These additional fees, if any, shall be paid in full prior to final signing of any permits, final plats, mylars, etc. (IMC 15-08-065).			
Signature		Date	9-2-14
Signature		Date	9-2-14
Signature		Date	

Narrative

Our proposed Vacation Rental will not change activities that are presently at the site. The history of the 'Pearl of the Port" dates back to 1919 when she was a boarding house to the fishing and canning community. It is that time we intend to recapture, a time in the past that brought community together and memories that guest will reflect on for a lifetime. A time of self-preservation and respect. It will continue to be a residential home with family and vacation guests occupying it as temporary residents.

The large driveway will accommodate our guest's cars adequately. We will be happy to suggest to all guests they may enter the home from the portside. Traffic on the road will not be impeded by the activities at this house.

The house will be surrounded by trees, giving a visual and sound buffer while adding privacy for our guest. We have managed and occupied Home Rentals in the past with tremendous success. We screen our guests and outline a rental agreement that is posted on VRBO and visible in the house for our guest to read. All guest are advised on the rules for parking, sanctity of the neighborhood and cleanliness (pets are not allowed).

We the owner/applicants, intend to make Ilwaco our home and as such will care for the grounds and understand that this is a full time job. Like most families we too enjoy to vacation and would never allow our investment to be unattended.



Fred Rizzo Date 9.2.14



Sara Sasse Rizzo Date 9-2-14

CITY OF ILWACO

Notice of Application / Public Hearing Vacation Rental Rizzo Conditional Use Application – CUP2014-0002

Project Description: The applicants are requesting a "Conditional Use Permit" to authorize the use of a single family residence as a Vacation Rental within an R-1 Zone (Single Family Residential District). Vacation Rentals are allowed within R-1 Zoning District as a Conditional Use per Title 15, Chapter 15.44.010 (B), subject to Title 15, Chapter 15.48.090 review criteria and upon City Council approval.

The applicants (Sara & Fred Rizzo) applied for a Conditional Use Permit on 9/2/2014; following a review to confirm that a complete application had been received, the City Planner issued a "Determination of Completeness" to the applicant on 9/19/2014. On 9/24/2014, the City issued a Notice of Application and Public Hearing in the Chinook Observer. On 10/7/2014 the Planning Commission will hold a Public Meeting to review the application and provide a recommendation to the City Council per Title 15, Chapter 15.48.080. The Ilwaco City Council will hold a Public Hearing on the application on 10/13/2014. Following the Public Hearing the City Council may approve, approve with conditions or deny the application. Notice has been provided to property owners within 300 feet of the proposed Vacation Rental in accordance with Title 15, Chapter 15.08.090 (C) (2).

Applicant: Sara & Fred Rizzo
Project Location: 211 Pearl St, Ilwaco, WA 98624
Tax Parcel Number: 73001003404
Date of Public Notice: September 24, 2014

Public Comment Period: Public comments must be submitted to the City Planner by 4:00 pm on October 13, 2014 (Title 15.08.090 (D)).

Documents Received: Master Planning Permit Application w/Site Plan, Operation and Maintenance Plan, Application Narrative, and Rental Rules and Regulations; received on 9/2/2014.

Permit(s) Required: Conditional Use Permit

Public Meeting: Planning Commission
Date of Meeting: October 7, 2014
Time of Meeting: 6:00 pm
Location of Meeting: Ilwaco Community Building
158 First Ave N

Public Hearing: City Council
Date of Meeting: October 13, 2014
Time of Meeting: 6:00 pm
Location of Meeting: Ilwaco Community Building
158 First Ave N

Responsible Official: Ryan E. Crater
City Planner
(503) 325-0435 Ext. 213
rcrater@columbiaestuary.org

Comments under this notice will be accepted by the City Planner up to the date and time listed above. Any person interested in providing comments on this application may also submit oral or written comments during the Planning Commission meeting and Public Hearing to be held at the dates, times, and location listed above. The comment period covered under this notice will be considered **CLOSED** following the adjournment of the Public Hearing held by City Council. Copies of the staff report will be made available during both the Public Meeting (Planning Commission) and Public Hearing (City Council). Copies of the application materials and other associated documents can be obtained by contacting the City Planner. Any interpretation or decision on this application by the City Planner may be appealed to City Council. An appeal must be filed with the City Council within fourteen (14) days after the date of issuance of any decision or interpretation. A final decision on this application will be made by the City Council during a Public Hearing to be held on October 13, 2014, which is subject to judicial appeals governed by Chapter 36.70C RCW.



120 First Avenue North
PO Box 548 • Ilwaco, WA 98624
Phone: 360.642.3145
Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

September 19, 2014

Sara & Fred Rizzo
12005 SE 19th Ave
Milwaukie, OR 97222

Re: Determination of Completeness

Dear Applicants,

I have reviewed your Conditional Use application and have determined that it is complete. I will be moving forward with preparation of the Staff Report for the Planning Commission to review, which they will provide a recommendation to City Council. Recommendations of the Planning Commission are advisory only and a final decision on your application will be made by the City Council.

Below are the scheduled dates for both the upcoming Public Meeting and Public Hearing:

Planning Commission Meeting: October 7, 2014

Public Hearing (City Council): October 13, 2014

See attached Public Notice.

If you have any questions, please contact me.

Ryan E. Crater
Planner – City of Ilwaco
503-325-0435 Ext. 213

Pearl of the Port
Rental Rules and Regulations

The house is located at the end of Pearl St on the Northwest side of the street adjacent to the Ilwaco Port.

1. Check-In Time is 3PM and CHECK-OUT is 11AM.
2. This is a NON SMOKING home.
3. NO PETS allowed.
4. We will not rent to vacationing **students or singles under 25** years of age unless accompanied by an adult, guardian or parent.
5. PAYMENT - Processed Through the BOOK IT NOW feature on VRBO, HOMEAWAY, and VACATION RENTALS.COM, as such: 50% due at time of booking with the balance due 15 days prior to arrival.
6. CANCELLATIONS - 15 days prior to arrival date for a full refund LESS a \$100 NON-REFUNDABLE fee for all cancellations. EMAIL cancellations are not accepted.
7. MAXIMUM OCCUPANCY - The maximum number of guest is limited to twenty (20) persons. This property requires a two (2) night minimum stay, three (3) on holidays.
8. NO DAILY MAID SERVICE - While linens and bath towels are included in the unit, daily maid service is NOT included in the rental rate, however, for an additional fee cleaning services are available.
9. RATE CHANGE - Rates subject to change without notice.
10. FALSIFIED RESERVATIONS - Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be allowed to check in.
11. EXCEPTIONS - any exemptions from the rules or unforeseen circumstance must be discussed and permitted by the owners.
12. KITCHEN - Kitchen is to be used by all guests and as such each guest will exercise common curtesy to leave the kitchen clean for the next person. In this community setting it is asked of you to be mindful in the same respect you would anticipate others being mindful of you.
13. PARKING - Parking is limited to 12 vehicles. Vehicles are to be parked in designated areas only in the parking lot. Any illegally parked vehicles are subject to towing; applicable fines/towing fees apply and are the sole responsibility of the vehicle owner. BOAT/RV Parking is available with prior approval for owner.
14. STORMS or Tsunami POLICY - No refunds will be given. We do not refund due to road conditions.
15. RESPONSIBILITY: This house is privately owned. The owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are nor responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.
18. FISHERMEN: Please clean fish in designated places at the Port and store in your own coolers. Please cook crab outside and store crab in a cooler, not the refrigerator. Cooler can be provided if needed.

Agreed and accepted by:

Name

Signature

Date

Operation and Maintenance Plan for the Vacation Rental

The sign that will read "Pearl of the Port" will abide by the ordinance set forth under article 15.48.120.c. Vacation Rentals By Owner (VRBO) is a website that will advertise and handle the billing and payments for all guests. Every guest inquiry is reviewed by us and it is here where we screen our guest. Rules will be posted visibly on site in accordance with the guidelines stated in Ord. 15.48. The Rules will also be incorporated onto VRBO's BOOK IT NOW feature so our guest accepts them prior to submitting payment. Couples and Families are encouraged. Events by guests will not be allowed (i.e. family reunions or weddings hosted by guests on the property). We will not rent to minors.

This home was once a boarding house to the canning and fishing community. It has 7 bedrooms, each with it's own bathroom and queen size bed. Occupancy is limited to 2 people per room with an additional allowance for 2 small children. Guests may not park extra sleeping vehicles such as campers on the property.

Guests will use the owner's garbage service and recycle bins will be provided. Pets are not allowed other than service dogs.

Excessive noise, traffic, or uncontrolled parties will not be tolerated and will be dealt with immediately. Both the house and grounds will be maintained professionally, as it reflects on our guest's reviews and our neighbors.

Renters will be informed of the appropriate parking spaces and the rules on the Conditional Use Permit.

Contacts for emergency and other problems will be posted in the house, 911 for Police and Fire and the owners cell phone numbers for other issues. Instructions for turning off the water or electricity in case of emergency will be included. Owners or their representatives will address complaints personally and promptly.

Traffic, Bicycling, Terrain, Directions

Williams Ave NE

In Itwaco (4)

Spruce St E Spruce St E

aker Ave NE

Williams Ave SE

Myrtle Ave SE

Pearl Ave SE

Lake St SE

Lake St SE

Lake St SE

Lake St SE

Quaker Ave SE

Elizabeth Ave SE

Buehl's Quality Construction

US Post Office

Williams Ave SE

Myrtle Ave SE

Advent Ave SE

Advent Ave SE

Pearl Ave SE

Main St SE

n St SE

GHC Columbia Education Center

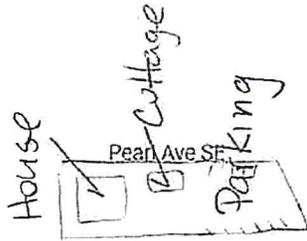
Coho Charters & ...

Columbia River Bail

Pacific Salmon Charters

Sally Dog Smerfishing

Pelicano fl.



North

Howerton Way SE

Howerton Ave

Howerton Ave SE

Waterfront Way

Waterfront Way

Waterfront Way

Waterfront Way

Columbia River

Map data ©2014 Google 100 ft

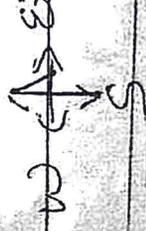
Home faces East



211 Pearl Ave SE
 Pearl Ave SE
 Street View - Sep 2013

vacation
 Rental /
 Home

North



Cottage

Pearl St

City Clerk

From: Ryan Crater <rcrater@columbiaestuary.org>
Sent: Tuesday, October 07, 2014 1:31 PM
To: clerk@ilwaco-wa.gov
Subject: FW: Vacation Rental in Ilwaco

Public Comment

From: Judy Hornbuckle [mailto:towbeh@live.com]
Sent: Monday, September 29, 2014 6:16 PM
To: Ryan Crater
Subject: Vacation Rental in Ilwaco

Mr. Carter

The house at 211 Pearl was the subject of a rezoning request in the spring of 2008. It was unanimously denied by the City Council at that time. There has been little change in Ilwaco since then. The same people who spoke in opposition to the request then will again speak against this new request. Vacation rentals in the city cause negative impact to the immediate neighborhood. Decrease in property values, noise pollution, and physical litter are only a few of the impacts that will result when "vacationers" revel in their freedom from the "daily grind".

This particular residence leads to a magnification of annoyances, since its size will accommodate a large number of people. Please maintain the integrity of our neighborhood by denying this vacation rental request.

Hoping to remain in a quiet neighborhood.

Tom Hornbuckle
401 Lake ST SE.

Sent from Windows Mail

City Clerk

From: Ryan Crater <rcrater@columbiaestuary.org>
Sent: Tuesday, October 07, 2014 1:31 PM
To: clerk@ilwaco-wa.gov
Subject: FW: Land Use at 211 Pearl Ave.

Public comment

From: David Knight [mailto:pelican8@comcast.net]
Sent: Friday, October 03, 2014 11:30 AM
To: Ryan Crater
Cc: Cheri Diehl
Subject: Land Use at 211 Pearl Ave.

Hi Ryan, Thanks again for the really great help and support you have provided me in the past on my property at 210 Pearl Avenue. You are always great to work with and your assistance always greatly exceeds my expectations.

I have had passed along to me by several people that there is an issue coming up for discussion at the next meeting of the planning commission regarding the house at 211 SE Pearl Avenue there in Ilwaco. This is the house across the street from the remodel project I have just completed at 210 Pearl, as well as the lot I plan to build on next to 210 Pearl. I understand the current issue is the use of 211 Pearl as a vacation rental and that a real estate sale of the property is contingent upon the granting of permission for the use of the property for this purpose. Following are my comments regarding this issue.

211 Pearl seems to me to be a "single use" property in that it was originally built and designed as a "boarding house" and was subsequently used for that purpose for some period prior to the adoption of zoning laws and perhaps after. The structure seems unsuitable and unmarketable as a private home or for any other purpose. I understood this when I purchased my property, and as such, accepted the fact that the structure would eventually be put into service once again for the intended purpose of short term rental of rooms.

The current issue of denying the owner use of the property for its original intended purpose seems troublesome. Here are my concerns;

1. Given that the property seems clearly designed and constructed for a single use and that denial of that use renders the property in some way unsaleable there is the potential risk that the current owner will abandon the investment, ceasing to actively contribute to its upkeep and the property will fall into ruin. Frankly speaking, Ilwaco has enough structures that have fallen into ruin and having this kind of potentially degenerative structure across the street from my new investments does not provide me with assurance for continued investment. The inconvenient question remains, if the current owner is precluded from use of the structure for the only intended purpose for which the structure is suited, then what does the city expect the outcome to be? Certainly, if the investment becomes devalued to the point of unsalability at any reasonable level, then why would the current owner be expected to continue to contribute to its upkeep?
2. It seems clear that the 211 Pearl was originally intended for, and used as, short term room rental. Its past use and basic design make this an unmistakable conclusion that should have been abundantly clear to any purchasers of adjoining property in subsequent years, as it was to me. It also seems clear that denial of use will significantly diminish the value of the property and that this would be regarded by the court as a regulatory taking of Inverse Condemnation. (I have put a short extract regarding Inverse Condemnation below. So, my second concern regards the legal exposure that the City takes on by inversely condemning the property by the restriction of its originally intended use. A claim against the city will result in expenses and potential damages

City Clerk

From: Ryan Crater <rcrater@columbiaestuary.org>
Sent: Tuesday, October 07, 2014 1:32 PM
To: clerk@ilwaco-wa.gov
Subject: FW: Vacation rental at 211 Pearl Street

Public Comment

-----Original Message-----

From: Skyler Walker [mailto:tanglycottage@mac.com]
Sent: Saturday, October 04, 2014 12:16 PM
To: Ryan Crater; Cheri Diehl
Subject: Vacation rental at 211 Pearl Street

While I won't be attending the hearings on the subject, I wish to share with you my thought that some sort of vacation rental needs to be allowed at 211 Pearl. When I moved here, it was a B and B (Kola House). It is highly unlikely any single family would choose to live in a seven bedroom seven bath house. To save the grand old house from sitting empty for years, I hope that some sort of vacation rental will be allowed there. Perhaps having an on site innkeeper would be the solution to opponents' concerns. However, I can think of several vacation rentals that are managed by Bloomer vacation rentals that do not have on site managers and yet operate in a pleasant and civilized way so I would say that having an on site manager might not be necessary.

It would benefit all the port businesses and the museum to have more vacationers staying in town.

Skyler Walker
423 Lake Street
Ilwaco.

Sent from my iPhone

City Clerk

From: Ryan Crater <rcrater@columbiaestuary.org>
Sent: Tuesday, October 07, 2014 1:33 PM
To: clerk@ilwaco-wa.gov
Subject: FW: Rizzo Conditional Use Application - CUP 2014-0002

Public Comment

-----Original Message-----

From: Larry Hamilton [mailto:LHamilton@gideontoal-ms.com]
Sent: Friday, September 26, 2014 2:30 PM
To: Ryan Crater
Cc: Larry Hamilton
Subject: Rizzo Conditional Use Application - CUP 2014-0002

Mr. Crater - City Planner

I'm writing to you regarding the variance requested on the home behind mine 307 Lake Street Ilwaco, Wa . I'm concerned since we have gone this route before with the same propriety with the current owner and the Conditional Use Permit for a vacation rental which was denied at the time.

The dwelling is large and would certainly draw large groups and no one to take responsibility for what goes on at residency at the time of the occupancy. Ilwaco has no police department and contracts to Long Beach for the services and the response time is long and the home owners around the residence in question become the gate keepers for the property along with being victims. A home so close to the port will draw a fisherman clientele which means house full of men parting at night an up at 2 am heading to the port to be out by 3 or 4 am fishing waking up the entire street.

My partner works at a large real-estate office on the Long Beach peninsular handling vacation rentals and the larger homes are left a mess with garbage all over the property along with complaint calls from the neighborhood regarding noise, parking of boats and RVs all over the community.

The currant owners have had this property for the past 9 years and purchase the home to flip. They were caught in the real estate down turn which I'm sure has been difficult for them. The price of the house when first on the market was \$605,000.00 now just under \$400,000.00 yet they have never lived in the house telling the neighbors they are done with it just willing to do anything to sell the property.

I'm very surprised that once the property has been denied the variance it can keep coming up?

Our plan is to take on the battle as a neighborhood just as we did once before with hope of winning again but this is ridiculous and look for your support in denying the request to not move forward.

Sincerely

Larry Hamilton
307 Lake Street
P.O Box 926
Ilwaco Wa. 98624

Director of Operations

To City Council members and our potential neighbors,

Our petition goes out to our future neighbors of 211 Pearl Street, as an appeal to reconsider the opposition to permit Sara and Fred Rizzo to operate the aforementioned property as a vacation rental, under the acceptance by city council's Conditional Use Permit.

As homeowners and new members to Ilwaco's community we share the concerns you addressed at the planning board meeting on Oct 7th to keep our community the safe hamlet you have each considered when you decided to move to Ilwaco.

First, we would like to assure all parties that it is our intent to live in the home. It is clearly in our interest to adhere to the guidelines granted by the terms 'Conditional Use', as the property at 211 Pearl Street would be our livelihood and investment. Given the history of 211 Pearl Street, we would think that each of us has a vested interest in seeing a favorable outcome and use of a property that has remained vacant and may remain vacant into the foreseeable future. To some that may be desirable. To others it may disturb you to witness the years of decay and neglect that may impact your homes and investments.

The subject home at 211 Pearl Street in Ilwaco was built in 1919 and was originally a boarding house for fishermen and cannery workers. The original intent and use of this home was not single family residential. The home is not suitable as a regular single family dwelling due to its size, layout and number of bedrooms/baths. The home is adjacent to the commercial port property.

We are facing opposition to our request for a conditional use permit to operate a B & B style vacation rental that will fill Ilwaco with desirable guests, yet the home is already cleared for use as a Group Home, meaning that if someone wanted to operate it as such, they could fill the home with 18 violent criminals, sexual predators, and/or drug addicts... with no approval needed.

To verify this information, go to <http://www.ilwaco-wa.gov/>
Go to codes, municipal code, title 15, 15-44 Allowed and Restricted Uses Table.

We have cut, copied and pasted directly from the Ilwaco website the Group Home description & guideline. Please note the portion that we have highlighted in bold below, namely 2c and 3:

Group Home

1. Class I Group Home. “Class I group home” means publicly or privately operated residential facilities such as state-licensed foster homes and group homes for children; group homes for individuals who are developmentally, physically or mentally disable; group homes or halfway houses for recovering alcoholics and former drug addicts; and other groups not considered within Class II or III group homes.

a. Group Home, Class I-A. A Class I-A group home shall have a maximum of seven residents including resident staff.

b. Group Home, Class I-B. A Class I-B group home shall have a maximum of ten (10) residents including resident staff.

c. Group Home, Class I-C. The number of residents for a Class I-C group home will be based upon the density of the underlying zoning district.

2. Class II Group Home. “Class II group home” means publicly or privately operated residential facilities for juveniles under the jurisdiction of the criminal justice system. These homes include state-licensed group care homes or halfway homes for juveniles which provide residence in lieu of sentencing or incarceration, and halfway houses providing residence to juveniles needing correction or for juveniles selected to participate in state-operated work release and prerelease programs. The planning director shall have the discretion to classify a group home proposing to serve juveniles convicted of the offenses listed under Class III group home in this section as a group home Class III, and any such home shall be sited according to the regulations contained within the Group III classification.

a. Group Home, Class II-A. A Class II-A group home shall have a maximum of eight residents including resident staff.

b. Group Home, Class II-B. A Class II-B group home shall have a maximum of twelve (12) residents including resident staff.

c. Group Home, Class II-C. A Class II-C group home shall have a maximum of eighteen (18) residents including resident staff.

3. Class III Group Home. "Class III group home" means privately or publicly operated residential facilities for adults under the jurisdiction of the criminal justice system who have entered a pre- or post-charging diversion program, or been selected to participate in state-operated work/training release or other similar programs. Such groups also involve individuals who have been convicted of a violent crime against a person or a crime against property with a sexual motivation and convicted or charged as a sexual or assaultive violent predator.

Based on the above information, we have adjusted our occupancy number to a maximum of 16 guests plus 2 residential staff members for a total of 18 persons, fortunately none of which will fit the definition of those who would occupy a Group Home. The Pearl street home has 7 bedrooms, 10 bathrooms, and a guest house. The only uses this home would be suitable for would be either what we are asking for, or the dismal alternative. The potential of Inverse condemnation arises and appears to be a valid argument.

Let's consider this together: a) it's a boarding home not designed for your typical family b) the development of processing plant sitting adjacent to everyone's home is unsettling and does change the dynamics of our tranquil community, and c) which brings us to our second point, that this is someone's home and they too wish not to lose their investment, so what are their options?

1) They sell it to potential buyers such as ourselves with the interest of operating a vacation rental - a function to which the house is suitable for - yet the community will in no way accept.

2) They resort to selling to an operator of a Group Home to which 211 Pearl Street already is designated to do - rehabilitating felons, recovering drug addicts, alcoholics and/or, sex offenders. We feel this would be terrible for the neighborhood.

3) They subject Ilwaco township to a pricy legal engagement to force inverse condemnation on a property designed and built in 1919

with a specific use which the town didn't consider in the re-zoning program in 1997.

4) Re-zone the property for commercial use.

So, as you put yourself in the owner of 211 Pearl Streets shoes and consider the best outcome to which you as neighboring homeowners would see benefit your community, ask yourself which option would you choose?

And, with that said, we feel we offer an outcome suitable to all interested. We manage and have operated vacation rentals in the past and current, and feel we are the best neighbors you could wish for.

It is in our best interest to operate a clean, comfortable, inviting business. We will have a large investment in the property and have no desire to see it abused, littered and/or treated recklessly. We do not want unhappy neighbors. The image we will project to the public we must also maintain, and that is one of a 5-star rating, advertising to vacationing travelers.

Thank you for your consideration,
Fred & Sara Rizzo

**CITY OF ILWACO
ORDINANCE NO. XXX
AN ORDINANCE AMENDING SECTION 8.18 OF THE ILWACO MUNICIPAL
CODE “PUBLIC NUISANCE NOISE DISTURBANCES” AS ADOPTED BY
ORDINANCE #720 OF THE CITY OF ILWACO, WASHINGTON**

WHEREAS, the City of Ilwaco adopted the current Public Nuisance Noise Disturbance Ordinance #720 in final form on November 6, 2006; and

WHEREAS, subsequent thereto it has become necessary for the city to amend said ordinance because of increased levels of noise in certain zoning areas; and

WHEREAS, the city is desirous of amending its ordinance pursuant to RCW 35.21.560

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

Section 1. The following definitions have been added:

Noise sensitive unit means any building or portion thereof, vehicle, boat or other structure used as a church, day care center, hospital, nursing care center, school, or place used for overnight accommodations of persons, including, but not limited to, individual homes, individual apartments, trailers and nursing homes.

A sleeping unit is something that is not a full dwelling unit. It can be just a sleeping area, such as a dorm room with access to group bathrooms and no cooking facilities. A sleeping unit can include either sanitation or cooking, but not both (i.e., the unit is a space to live and sleep, but shares a bathroom outside the unit and/or does not include a full kitchen). This group covers all types of congregate living arrangements and most transient lodging. Examples are: guestrooms in hotels and motels; bedrooms in dormitories, boarding houses, sorority houses, fraternity houses, halfway houses, group homes, monasteries, convents, assisted living facilities and nursing homes; and sleeping cells in jails.

Section 2. Section “O” of 8.18.15 Exceptions of the Ilwaco Municipal Code is to now read as:

Sound originating from commercial or industrial activities provided such activities are conducted in conformance with RCW 70.107 and any regulations thereunder; except whereas in the event of frequent, repetitive or continuous sounds which emanate from any building and/or structure, which unreasonably disturbs or interferes with the peace and comfort of owners or possessors of real property, such as sounds from musical instruments, audio sound systems, band sessions or social gatherings.

Section 3. Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

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

Mike Cassinelli, Mayor

ATTEST:

Ariel Smith, Deputy City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED:

EFFECTIVE:

ORDINANCE #720

CHAPTER 8.18 IS HEREBY ADDED TO THE ILWACO MUNICIPAL CODE, TO READ AS FOLLOWS:

Chapter 8.18

PUBLIC NUISANCE NOISE DISTURBANCES

Sections:

8.18.010	Title.
8.18.020	Policy and Procedure.
8.18.030	Definitions.
8.18.040	Nuisance Noise Disturbance.
8.18.050	Exemptions.
8.18.060	Enforcement.
8.18.070	Violation of Chapter-Infraction-Exceptions.
8.18.080	Notice of Infractions.
8.18.090	Response to Notice of Infraction-Contesting Determination- Hearing-Failure to Respond.
8.18.100	Hearing-Rules of Procedure-Counsel.
8.18.110	Hearings-Contesting Determination that Infraction Committed- Appeal.
8.18.120	Hearings-Explanation of Mitigating Circumstance.
8.18.130	Exemption of Burden of Proof.
8.18.140	Monetary Penalties.
8.18.150	Misdemeanor/Infraction.
8.18.160	Non-Appearance After Written Promise, Misdemeanor.
8.18.170	Misdemeanor Penalty.
8.18.180	Severability.
8.18.190	Effective Date.

8.18.010 Title.

This Ordinance shall be known and may be cited as the City of Ilwaco Nuisance Noise Code, and shall be codified as Chapter 8.18 of the Ilwaco Municipal Code.

8.18.020 Policy and Procedure.

It is hereby declared to be the policy of the City of Ilwaco to minimize exposure of citizens to excessive noise and to protect, promote, and preserve the public health, safety and welfare. It is the express purpose of the City of Ilwaco to control the level of noise in a manner that promotes the use, value, and enjoyment of property; sleep and repose; commerce and environmental quality.

8.18.030 Definitions.

For the purposes of this chapter the following words and phrases shall be defined as follows:

A. Construction means any activity necessary or incidental to the erection, demolition, assembling, altering, installing, repairing or equipping of buildings, roadways or utilities, including land clearing, grading, excavating and filling.

B. Dwelling unit means a building or portion thereof regularly used for residential occupancy.

C. Dynamic braking device means a device, commonly called "jake brakes", used primarily on trucks and buses to convert the motor from an internal combustion engine to an air compressor for the purpose of vehicle braking without the use of wheel brakes.

D. Motor vehicle means any land vehicle that is or is designed to be self-propelled and/or that is designed or used for transporting persons or property.

E. Noise disturbance means any sound that is plainly audible within any dwelling unit or sleeping unit not the source of the sound, and that:

- (1) injures or endangers the safety and health of humans,
- (2) reasonably tends to annoy or disturb one or more persons, or
- (3) endangers or injures personal or real property. Whether any particular sound constitutes a noise disturbance is to be determined in light of all relevant circumstances, including but not limited to: the loudness of the sound as heard outside of the property or location where the sound originates; the time of day the sound is heard; and the duration of the sound.
- (4) Noise disturbance also means any sound that is plainly audible 25 feet from any motor vehicle within the city limits of Ilwaco irrespective of whether it is plainly audible within any dwelling or sleeping unit.

Noise sensitive unit means any building or portion thereof, vehicle, boat or other structure used as a church, day care center, hospital, nursing care center, school, or place used for overnight accommodations of persons, including, but not limited to, individual homes, individual apartments, trailers and nursing homes.

A sleeping unit is something that is not a full dwelling unit. It can be just a sleeping area, such as a dorm room with access to gang bathrooms and no cooking facilities. A sleeping unit can include either sanitation or cooking, but not both (i.e., the unit is a space to live and sleep, but shares a bathroom outside the unit and/or does not include a full kitchen). This group covers all types of congregate living arrangements and most transient lodging. Examples are: guestrooms in hotels and motels; bedrooms in dormitories, boarding houses, sorority houses, fraternity houses, halfway houses, group homes, monasteries, convents, assisted living facilities and nursing homes; and sleeping cells in jails.

F. Off-road vehicle means any vehicle, including motor vehicles, used off public rights-of-way for recreation purposes, including racing vehicles.

G. Person means individual, corporation, partnership, association, governmental body, state or other entity whatsoever

H. Property means anything of value, whether tangible or intangible, real or personal.

I. Chief of Police means the Long Beach City Chief of Police or his designee.

8.18.040 Nuisance Noise Disturbance.

It is unlawful for any person to cause or any person in possession of property to allow to originate from the property any noise disturbance that:

- A. Emanates from any device or property used for sound production or re-production, including but not limited to radios, televisions, musical instruments, phonographs, loudspeakers, or,
- B. Emanates from mechanized equipment such as but not limited to dynamic braking system, motor vehicle, motorcycle, off-road vehicle, or recreations vehicle, except as provided in Section 8.18.050; or
- C. Emanates from an instrument used in propulsion of shot, shell, or bullets by the action of gunpowder exploded within it, or from fireworks, except as provided in Section 8.18.050.

8.18.50 Exemptions.

The following sounds are exempt from the provisions of this ordinance:

- A. Sounds created by fire alarms.
- B. Sounds created by emergency equipment and emergency work necessary for law enforcement or the health, safety and welfare of the community.
- C. Sounds created by the discharge of firearms (1) in the course of recreational activities during the time of year and time of day prescribed by State law for said activity, and if law for such activity prescribes no time period then the time of day shall begin one-half hour after sunrise and end one-half hour after sunset; (2) on authorized shooting ranges; and (3) in the course of protecting life, limb or property. However, there shall be no exemption for any discharge of firearms that is in violation of any other provisions of law.
- D. Sounds originating from forest land management activities or agriculture activities.
- E. Sound created by equipment or motor vehicles used for road and drainage maintenance.
- F. Sounds created by warning devices not operated continuously for more than 30 minutes.
- G. Sounds created by the operation of equipment or facilities of surface carriers engaged in commerce.
- H. Sounds that originate from public works projects.
- I. Other than public works, sounds created by construction between 7:00 a.m. and 6:30 p.m. M-S and between 9:00 a.m. and 5:00 p.m. on Sunday.
- J. Sounds created by refuse removal equipment.
- K. Sounds originating from officially approved parades and other public events.
- L. Sounds originating from fireworks authorized pursuant to RCW 70.77.
- M. Sounds originating from ordinary maintenance of real or personal property during daylight hours. Such activities include but are not limited to: landscape maintenance, painting, firewood cutting, and gardening.

N. Sounds originating from normal travel on roads. However, this exemption does not apply to the operation of any motor vehicle in excess of 10,000 pound Gross Combined Weight Rating within 200 feet of any residence and with a dynamic breaking device engaged, unless such device does to increase the sound level emitted by the vehicle under power.

O. Sound originating from commercial or industrial activities provided such activities is conducted in conformance with RCW 70.107 and any regulations thereunder.

O. Sound originating from commercial or industrial activities provided such activities are conducted in conformance with RCW 70.107 and any regulations thereunder; except whereas in the event of frequent, repetitive or continuous sounds which emanate from any building and/or structure, which unreasonably disturbs or interferes with the peace and comfort of owners or possessors of real property, such as sounds from musical instruments, audio sound systems, band sessions or social gatherings.

8.18.060 Enforcement.

The authority and responsibility for enforcing this chapter are vested in the Chief of Police, who may take such enforcement measures as deemed appropriate. Such measures may include, but are not limited to, the issuance of verbal or written warnings, the issuance of notices of infraction, when allowed under this chapter.

8.18.070 Violation of Chapter-Infraction-Exceptions.

Violations of this chapter shall be classified as infractions, except as otherwise provided. Infractions are non-criminal offenses.

8.18.080 Notice of Infractions.

A notice of infraction represents a determination that an infraction has been committed.

8.18.090 Civil Monetary Penalties and Process

Civil infraction penalties shall accrue as follows: Each violation will be punished by a fine not to exceed two hundred fifty dollars (\$250) per violation nor to exceed a fine of two hundred fifty dollars (\$250) per day that violations occur and for each day of violation thereafter until the violation has been corrected. All proceedings for the civil violation will be in accordance with Section 1.20.020.

8.18.100 Severability.

If any section, paragraph, clause, or phrase of this ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

8.18.110 Effective Date.

This ordinance shall take effect immediately.

PASSED AND APPROVED by the Council of the City of Ilwaco this ____ day of _____, 2006.

Doug Hubbard, Mayor

Lori Mossman, City Clerk

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 10/13/14 Council Business Item:
- B. Issue/Topic: **City Center Reservoir Project**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. The available project funds were provided by a Department of Health Drinking Water SRF loan totaling \$1,130,000. Thirty percent of the loan is forgivable. During the project, items that had previously been eliminated such as fencing and other unforeseen items were added to the project via change orders. The project was completed approximately \$20,000 under the available funds.
2. The project occurred during the winter of 2013/spring of 2014. Affidavits have been submitted and accepted by L&I.
3. The city has a separate agreement with Gray & Osborne to resolve an issue with the reservoir. The remedy is currently being fabricated.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. Gray & Osborne has recommended the City accept the City Center Reservoir project as complete and a final voucher has been submitted.
- F. Impacts:
1. Fiscal: A summary is provided of the costs versus funding and costs versus contracts for engineering and construction.
2. Legal: The attorney has not been requested to review.
3. Personnel: n/a
4. Service/Delivery: n/a
- G. Planning Commission: Recommended N/A Public Hearing on
- H. Staff Comments:
1. None
- I. Time Constraints/Due Dates: Retainage cannot be released until 60 days have passed from the project acceptance and releases have been authorized by the appropriate state agencies.

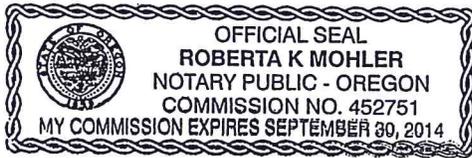
J. Proposed Motion: I move to accept the City Center Reservoir project as complete and authorize the mayor to execute the Final Contract Voucher Certificate and proceed with project close out.

Final Contract Voucher Certificate

Contractor Clackamas Construction, Inc.			
Street Address P.O. Box 279			
City Boring	State OR	Zip 97009	Date July 10, 2014
Project Number (Owner) 12460.00			
Job Description (Title) City Center Reservoir - Rebid			
Date Work Physically Completed June 25, 2014		Final Amount \$849,395.05	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Ilwaco (Owner) nor have I rented or purchased any equipment or materials from any employee of the City of Ilwaco (Owner); I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Ilwaco (Owner) for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Ilwaco (Owner) from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



x *Jeff Mueller*
Contractor Authorized Signature Required

JEFF MUELLER
Type Signature Name

Subscribed and sworn to before me this 4th day of August 20 14

x Roberta K. Mohler Notary Public in and for the State of Oregon

Residing at Clackamas County, Oregon

City of Ilwaco (Owner) Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct. Approved Date _____

x *Nancy Adcock*
Project Engineer

x _____
City of Ilwaco (Owner)

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Ilwaco (Owner) for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.



Gray & Osborne, Inc.
CONSULTING ENGINEERS

August 11, 2014

Mayor Mike Cassinelli
City of Ilwaco
P.O. Box 548
Ilwaco, Washington 98624

**SUBJECT: FINAL PROGRESS ESTIMATE NO. 9, PROJECT ACCEPTANCE,
AND RELEASE OF RETAINAGE, CITY CENTER RESERVOIR
CITY OF ILWACO, PACIFIC COUNTY, WASHINGTON
G&O #12460.00**

Dear Mayor Cassinelli:

This letter provides the City of Ilwaco with guidance regarding the final progress estimate, accepting the project as complete, and release of the retainage.

1. FINAL PROGRESS ESTIMATE

We have enclosed the signed Final Contract Voucher and two copies of Progress Estimate No. 9, which is the final progress estimate for this project. One progress estimate is for the City files and the other copy should be forwarded to the contractor with the payment. The amount now due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Amount Now Due</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Retainage Amount</u>
\$9,252.00	\$450.00	\$39,396.81

2. PROJECT COMPLETION ACCEPTANCE

The project has been completed in compliance with the Contract. We therefore recommend the City accept the project as complete. Attached for your use is a draft "Notice of Completion of Public Works Contract" form. We have also e-mailed this form to you for your use.

After the City has accepted the project as complete, the City needs to forward the "Notice of Completion of Public Works Contract" form to the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Washington State Employment Security Department.



Mayor Mike Cassinelli
August 11, 2014
Page 2

3. RELEASE OF RETAINAGE

We have also enclosed two copies of the release of retainage progress estimate for this project. One progress estimate is for the City files and the other copy should be forwarded to the contractor with the payment. The retainage should be released to the contractor, contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the date of project acceptance as indicated in the City Council meeting minutes.
2. The City receives the Washington State Department of Revenue "Certificate of Payment of State Excise Taxes by Public Works Contractor" (RCW 60.28).
3. The City receives the "Certificate of Payment of Contribution Penalties and Interest on Public Works Contract" from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.

Please contact the undersigned if you have any questions or concerns regarding these matters.

Sincerely,

GRAY & OSBORNE, INC.

Ryan J. Walters, E.I.T.

RJW/hhj
Encl.

cc: Mr. Jeff Mueller, Clackamas Construction, Inc.
Mr. Adam Miller, P.E., Gray & Osborne, Inc., Wenatchee
Ms. Connie Rivera, Washington State Department of Commerce
Ms. Karen Klocke, Washington State Department of Health

Elaine McMillan

Subject: FW: Overflow extension

From: Heather Reynolds [mailto:heather@reynoldsattorney.com]
Sent: Monday, October 06, 2014 4:56 PM
To: 'Elaine McMillan'
Subject: RE: Overflow extension

Elaine,
Yes, you should accept Clackamas Construction. They did what they were supposed to. Their payment should not be held up by the work the engineer is doing.
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: Monday, October 06, 2014 11:44 AM
To: 'Heather Reynolds'
Subject: FW: Overflow extension

Heather –

Clackamas Construction has completed everything under their contract with the city center reservoir. I am putting it on the council's agenda to accept the project.

Below is Nancy's update on the status of their remedies. It was my understanding that we should be able to accept the tank from Clackamas as they did what they were supposed to and we have a separate contract from G&O for their fix?

Elaine

From: Nancy Lockett [mailto:nlockett@g-o.com]
Sent: Friday, October 03, 2014 9:46 AM
To: 'Elaine McMillan'
Subject: RE: Overflow extension

I remember that someone from Sherwin Williams gave an opinion about how well the paint is sticking and what to replace with. The information that the City should know before you go to bid is what the lead and cadmium content of the existing paint is since that will dictate where the contractor can dispose the sand blasting residue.

We are contracting with HD Fowler in Portland to fabricate and coat the extension piece. I believe the fabrication is in process.

I'll have paint specs to you by end of next week.

Nancy

**CITY OF ILWACO
ORDINANCE NO. XXX**

AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON RE-NUMBERING TITLE 15 PART 5 OF THE ILWACO MUNICIPAL CODE TO BE TITLE 14 “DEVELOPER STANDARDS”; AND AMENDING THE SAME

WHEREAS, the City of Ilwaco has broad powers to maintain and protect the health, safety, and welfare of its citizens; and

WHEREAS, the City has Developer Standards that are used by staff and the City engineer, but the standards are not referenced in the Ilwaco Municipal Code, and

WHEREAS, the City of Ilwaco has determined that it is in the best interest of the City to periodically review and update the Developer Standards in order to eliminate inconsistencies and to stay current with a changing industry and to adopt them by reference in the Ilwaco Municipal Code; and

WHEREAS, the City of Ilwaco desires to delegate authority to the City Engineer to make minor revisions to the Developer Standards that in his/her judgment may be necessary after the effective date of this ordinance, and

WHEREAS, the City of Ilwaco would like to have code sections pertaining to utility and road construction set out in a separate title of its Code of Ordinances.

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

SECTION 1: A new Title 14 of the Ilwaco Municipal Code will be named here as the City of Ilwaco Developer Standards. Title 15, Part 5, will be renumbered as Title 14, and amended to read as follows:

**CHAPTER 14.02 CITY OF ILWACO DEVELOPER STANDARDS
ADOPTED**

14.02.010 Adoption by Reference.

The “City of Ilwaco Developer Standards” manual has been prepared to provide a graphic and written representation of minimum standards for construction of public improvement within the public right-of-way, easement, City properties, and on private property relating to utilities which are connected to the utility systems maintained by the City of Ilwaco.

The City of Ilwaco Developer Standards and Pacific County Road Standards are adopted by reference upon the effective date of the ordinance codified herein. Future amendments to the Developer Standards established hereafter shall automatically become a part of this section upon publication:

14.02.020 Definitions.

For the purpose of this Chapter and the City of Ilwaco Developer Standards, the following terms, in addition to their common meaning, are defined:

- a. "City Engineer" shall mean an Engineer employed or contracted by the City on either a part-time or full-time basis.

14.02.030 Minor Revisions Administratively Approved.

The City Engineer is authorized to adopted, administratively, minor revisions to the City of Ilwaco Developer Standards to better implement the Standards or allow for changes in design and construction technology and methods occurring after the effective date of this Ordinance.

14.02.040 Copy on File.

One copy of the City of Ilwaco Developer Standards shall be available in the office of the City Clerk for review and copying by members of the public. Additionally, any minor administrative revisions made by the City Engineer subsequent to the effective date of this Ordinance shall be dated by the City Engineer, and a copy of the revised City of Ilwaco Developer Standards shall be made available in the office of the City Clerk for review and copying by members of the public.

CHAPTER 14.04 STREETS

14.04.010 Purpose.

The purpose of this chapter is to define the requirements for street planning and construction to be followed in the development, review and approval of site plans, subdivisions, short subdivisions and new development in existing plats. (Ord. 627 (part), 1999).

14.04.020 Construction standards and specifications.

- a. Construction and design standards and specifications for streets are contained in the most recent edition of the document entitled "Pacific County Road Standards," and all streets must be completed in accordance with these standards.
- b. Curbs, gutters and sidewalks are required in the city's commercial zones. When required, curbs, gutters and sidewalks must be constructed according to construction and design standards and specifications for curbs, gutters and sidewalks contained in the most recent edition of the document entitled Pacific County road standards.
- c. If a development accesses an existing street or is proposed at the end of an existing street that is not designed to accommodate the expected increase in traffic caused by the new development, then the developer must improve the existing

street leading to the development up to the standards required for the expected increase in traffic (see Section 15.74.050B). Residential developments of up to four units are exempt from this requirement. (Ord. 627 (part), 1999).

14.04.030 Approval of construction drawings required before installation.

- a. The City Engineer must approve construction plans before any right-of-way improvements may be installed.
- b. The right-of-way improvement plans must be prepared by a licensed Engineer on twenty-four (24) inch by thirty-six (36) inch size mylar reproducible sheet for approval by the City Engineer before starting construction.
- c. The City Engineer may require a survey before construction begins. If a survey is required, a copy of the survey must be given to the City. (Ord. 627 (part), 1999).

14.04.040 Inspection of public improvements required before final permits are issued.

The City Engineer or his or her representative must inspect all public improvement work before any final land use permit or building permit is issued. (Ord. 627 (part), 1999).

14.04.050 Street classification.

- a. If a street is dedicated to public use, the street must be classified as provided in subsection B below. Classification will be based on the following considerations:
 1. The projected volume of traffic to be carried by the street, stated in terms of the number of trips per day;
 2. The number of dwelling units to be served by the street may be used as an indicator of the number of trips but is not conclusive;
 3. Whenever a subdivision street continues an existing street that used to end outside the subdivision, the classification of the street will be based upon the street in its entirety, both within and outside of the subdivision.
- b.. The classification of streets must comply with the most current edition of the Pacific County roads standards. The following are road or right-of-way classifications based on the anticipated average daily traffic (ADT) ten years hence:
 1. Major collector (ADT 2000+);
 2. Minor collector (ADT 400-2000);
 3. Access collector (ADT 0-400);

4. Cul-de-sac;
5. Private road. (Ord. 627 (part), 1999).

14.04.060 Street in existing plat used as driveway.

- A. In some existing plats in the City, a street is being used as a driveway because all of the lots created at the time that the area was platted have not yet been built upon.
- b. In these situations in existing plats, if a street is used as a driveway, the property owner using the street as a driveway must improve it to City street standards and the City will maintain it. (Ord. 627 (part), 1999).

14.04.070 Dedications.

- a. Required minimum street right-of-way width is according to construction standards in the Pacific County road standards.
- b. Easements must be provided for all public facilities and utilities as required by the City.
- c. Additional right-of-way may be required to be dedicated as a condition of development approval. In order to conform to minimum standards where developments abut an existing public road or private right-of-way, dedications may be required for extension of the existing public streets or new streets in order to provide continuity with the circulation system. (Ord. 627 (part), 1999).

14.04.080 General layout of streets, blocks, lots and driveways.

- a. All streets must be straight, whenever practicable, to the extent necessary to preserve and continue a grid system.
- b. All subdivisions and site plans must provide direct access to at least one existing improved and publicly-dedicated street.
- c. Proposed streets should extend to the boundary lines of the proposed subdivision in order to provide for the future development of adjacent tracts, unless prevented by natural or manmade conditions, or unless an extension is determined to be unnecessary or undesirable by the decision-making body.
- d. Street patterns should be designed to expedite traffic movement to be able to move heavy emergency vehicles without obstruction.
- e. Blocks must have sufficient width to provide for a maximum of two tiers of lots of appropriate depths (according to zoning standards), unless existing conditions make this requirement impractical in the judgment of the decision-making body.

- f. The maximum length of residential blocks should be six hundred (600) feet, and minimum length should be three hundred (300 feet), unless existing conditions make this requirement impractical in the judgment of the decision-making body.
- g. Streets must be laid out so that the lengths, widths and shapes of blocks adequately address the following:
 - 1. Provision of adequate building sites suitable to the type of use contemplated;
 - 2. The zoning requirements are able to be met on future building permits;
 - 3. The limitations and opportunities of the topography;
 - 4. The needs for convenient access, circulation, control and safety of vehicular and pedestrian traffic are considered.
- h. Lots to be created must comply with the following requirements:
 - 1. Every lot must have access to allow emergency vehicles to enter and exit, as well as for all those likely to need or desire access to the property in its intended use;
 - 2. Lot lines must be at right angles to street lines or radial to curvilinear streets, unless a variation will result in a better street or lot plan in the opinion of the decision-making body;
 - 3. Dimensions of corner lots must be large enough to allow for front yard setbacks off both streets; and
 - 4. Corner lots must be graded to provide sufficient sight clearance at intersections.
- i. If a driveway connects to a City street, the property owner shall maintain the driveway to where it connects with the City street pavement. All driveways to be constructed connecting to the city street must obtain a permit, must be designed and constructed to City standards. All driveway construction connecting to the City street will be inspected by City staff. (Ord. 627 (part), 1999).

14.04.090 Coordination with surrounding streets.

- a. The street system of a new subdivision or in an existing plat where new development is proposed must be coordinated with existing, proposed and anticipated streets outside the subdivision or existing plat (hereafter referred to as “surrounding streets”).
- b. Minor collector streets must intersect with surrounding major collector streets at safe and convenient locations.

- c. Access collector streets must connect with surrounding streets where necessary:
 - 1. To permit the convenient movement of traffic between residential neighborhoods;
 - 2. To facilitate access to neighborhoods by emergency service vehicles; or
 - 3. For other sufficient reasons, but connections will not be permitted where the effect would be to encourage the use of such streets by substantial through traffic.
- d. Whenever connections to anticipated or proposed surrounding streets are required by this section:
 - 1. The street right-of-way must be extended; and
 - 2. The street must be developed to the property line of the subdivided property or existing plat at the point where the connection to the anticipated or proposed street is expected.
- e. In addition, the permit-issuing authority may require temporary turnarounds to be constructed at the end of the streets described in subsection d. above, pending their extension when such turnarounds appear necessary to facilitate the flow of traffic or accommodate emergency vehicles.
- f. No temporary dead end streets in excess of six hundred (600) feet may be created unless no other practicable alternative is available. (Ord. 627 (part), 1999).

14.04.100 Relationship of streets to topography.

- a. Streets must be designed to facilitate drainage and stormwater runoff, and street grades must conform as closely as practicable to the original topography.
- b. The maximum grade at any point on a street must not exceed fifteen (15) percent unless no other practicable alternative is available. However, in no case may streets be constructed with grades that create a substantial danger to the public safety in the professional opinion of the city engineer. (Ord. 627 (part), 1999).

14.04.110 Cul-de-sacs/turnarounds.

Cul-de-sacs and turnarounds on both public and private streets must conform to the construction standards listed in the Pacific County road standards. (Ord. 627 (part), 1999).

14.04.120 Entrances to streets (driveways).

Driveway standards in new subdivisions and new development in existing plats must

conform to the construction standards listed in the Pacific County road standards. (Ord. 627 (part), 1999).

14.04.130 Street intersections.

In addition to the intersection standards outlined in the construction standards listed in the Pacific County road standards, the following standards apply to new subdivisions and new development in existing plats:

- a. Streets must intersect as nearly as possible at right angles, and no two streets may intersect at less than sixty (60) degrees.
- b. Not more than two streets may intersect at any one point, unless the City Superintendent certifies to the permit-issuing authority that such an intersection can be constructed with no extraordinary danger to public safety.
- c. Whenever possible, proposed intersections along one side of a street must coincide with existing or proposed intersections on the opposite side of such street. In any event, where a centerline offset (jog) must occur at an intersection, the distance between centerlines of the intersecting streets must be evaluated and designed according to accepted traffic safety standards. (Ord. 627 (part), 1999).

14.04.140 Public streets and private roads.

For purposes of this subsection, the term “public-street” means and includes a pre-existing public street as well as a street created by a subdivider that meets the public street standards of this chapter and is dedicated for public use. The recording of a plat must dedicate the street. (Ord. 627 (part), 1999)

14.04.145 Private streets.

- a. While community street requirements are usually best served by public streets, owned and maintained by the City, private streets may be appropriate in some instances.
- b. Private streets and roads shall be approved only when they are:
 - 1. Permanently established by right-of-way, tract or easement providing legal access to each affected lot, dwelling unit or business and sufficient to accommodate required improvements, to include provisions for future use by adjacent property owners when applicable; and
 - 2. Serving properties and development that is zoned R-3; and
 - 3. Maintained by a capable and legally responsible owner or homeowner’s association or the legal entity made up of all benefited property owners, under provisions of Section 15.74.145D; and

4. Designed and built to Pacific County road standards. Pavement width of all private streets shall be twenty-two (22) feet or more; radius of horizontal curves and vertical grade of private streets shall be based upon the topography of the site; any vertical grade in excess of fifteen (15) percent shall be approved by the city engineer; design and construction of private streets shall be subject to the same city engineering inspection and approval as for public streets; modifications to these standards may be granted by the city engineer if adequate consideration of the following factors is made during the plat review:
 - a. Provision of off-street parking,
 - b. Restriction of on-street parking,
 - c. Provision of adequate clearance for emergency vehicles,
 - d. Provision of clear vision at intersections,
 - e. Provision of alternative bicycle and/or pedestrian paths,
 - f. Provision of adequate utility easements outside of street,
 - g. Future street revision or extension is not planned.
5. Provision is made for private streets to be open at all times for emergency and public service vehicles; an easement or other right of access shall be recorded which runs in favor of the city; such right of access shall provide the right of ingress and egress for the city and its employees to carry out any lawful city purpose, including but not limited to fire, police, water and sewer services; such easements shall also provide access to all other urban service providers such as refuse haulers, television cable operators, electric utility providers, emergency medical services and others; and
6. Private streets shall not obstruct public street circulation; and
7. At least one of the following conditions exist:
 - a. Existing abutting development precludes the construction of a public street, or
 - b. Topographic, geological or soil conditions make development of a public street undesirable, or
 - c. The streets are within a private community with a corporate or a functional identity, or
 - d. Neighborhood traffic circulation and lot access can be met more logically by private streets than by public streets, or

- e. Streets are a part of a planned unit development (PUD), or
 - f. Streets serve commercial facilities where no circulation continuity is necessary, or
 - g. The City Engineer and fire department determine that no other access is available and the private street is adequate.
- c. Notice. The following statement is required on the face of any plat, short plat, site plan or binding site plan containing a private street:

City of Ilwaco has no responsibility to improve or maintain private streets contained within or private streets providing access to the property described in this plat. Any private street shall remain a private street unless it is upgraded to public street standards including standards meeting ADA (Americans with Disabilities Act) requirements at the expense of the subdivider or adjoining lot owners to include hard surface paving and is accepted by the City for public ownership and maintenance.

- d. Maintenance Agreement. The City will not maintain roadways, signs or drainage improvements on private streets. A private maintenance covenant recorded with the County Auditor will be required for any private street. The covenant will set out the terms and conditions of responsibility for maintenance, maintenance methods, standards, distribution of expenses, remedies, for noncompliance with the terms of the agreement, right of use easements, and other considerations. The covenant shall be submitted to the City Engineer or his designee for approval prior to recording.

All private streets shall be maintained by the owners of the property served by them and kept in good repair at all times. In order to insure the continued good repair, a declaration of covenant and requiring maintenance of the private street shall be recorded with the Pacific County Auditor's Office concurrent with recording of the subdivision plat.

The covenants shall include the following terms:

1. The covenant shall establish minimum annual assessments in amount adequate to defray costs of ordinary maintenance and procedures for approval of additional needed assessments.
2. The covenant shall include a periodic maintenance schedule.
3. The covenants for maintenance shall be enforceable by any property owner served by the street.
4. The means shall established for assessing maintenance and repair costs equitably to property owners served by the private street.

5. The covenants shall run with the land.
 6. "Maintenance" means and includes, but is not limited to street surfacing, shoulders, gates, signs, pavement markings, street lighting, storm drainage facilities and vegetation control.
 7. The City shall have the right to inspect the condition of private streets and if in the opinion of a licensed professional engineer, the condition of private streets have deteriorated to the level where improvements are needed, the City has the right to order that this work be done. If the property owners associated or the developer do not carry out the improvements in a timely manner, the City has the right to order the improvements.
- e. Street Signs. Private street signs with street designations shall be provided by the developer at the intersection of private streets with private and public streets. Such signs shall meet the specifications of Pacific County road standards and, in the case of intersections with public streets, shall be located within the public right-of-way or within a separate maintenance easement. Road signs shall be included in the maintenance agreement.
 - f. Inspection. Private streets will be subject to the same inspection schedule as public streets.
 - g. Developer Maintenance Obligation. The developer of a residential plat shall be responsible to insure the maintenance of the private street for a period of two years from the date of recording of the plat or short plat. Thereafter, the developer's maintenance responsibility will depend upon the number of lots under the developer's continuing ownership, as stated in the recorded maintenance agreement. (Ord. 627 (part), 1999).

14.04.150 Right-of-way improvements and dedication to precede development or building.

- a. Except as noted under subsection c. below, no land use permit or building permit will be issued by the city unless or until the public rights-of-way upon which the subject property abuts are:
 1. Considered fully improved (see subsection b. below) to the standards of the right-of-way classification (as specified in Section 14.04.070); and
 2. Offered for dedication to the public.
- b. The City Engineer will consider subsection a. above fulfilled if the circumstances listed below are met. It will be at the discretion of the City Engineer, based on knowledge of upcoming projects in the vicinity, safety issues or sound engineering judgment, as to which method will be allowed or not allowed.

Improvements will be considered fully installed:

1. Where the rights-of-way are already improved to their classification standards and dedicated to the City;
 2. Where the City chooses to purchase rights-of-way and install the improvements. However, under no circumstances is the City obligated to do this;
 3. Where the applicant installs the improvements himself at his own cost and offers the rights-of-way to the public;
 4. Where the applicant has dedicated the rights-of-way to the public and posted a completion security with the City Engineer in accordance with Section 15.02.130. The completion security will guarantee the completion of road and/or drainage improvements that are required;
 5. If subsections b.1—4 above are declared unfeasible by the City Engineer, then improvements will be considered fully installed if the applicant has dedicated the rights-of-way to the public and elected to pay to the City an amount equal to the cost of installing the improvements. In such circumstances, the funds would be maintained in an account to be used specifically for improvements on that right-of-way within the general vicinity of the project;
 6. A maintenance security may be required if work is not complete at the time of the first sale of property out of the developer's possession.
- c. This section does not apply to:
1. Building permits for additions, alterations or repairs within any twelve (12) month period which does not increase the gross floor space of an existing building or facility by more than fifty (50) percent; or
 2. Building permits for residential garages, carports or accessory structures not intended as a dwelling unit. (Ord. 627 (part), 1999).

14.04.160 Attention to disabled persons in street and sidewalk construction.

- a. Whenever curb and gutter construction is used on public streets (see Section 14.04.020B) wheelchair ramps for disabled persons must be provided at intersections and other major points of pedestrian flow.
- b. Wheelchair ramps and depressed curbs must be constructed in accordance with published standards of the Washington State Building Code addressing accessibility. (Ord. 627 (part), 1999).

14.04.170 Street names and house numbers.

- a. Public street names will be assigned by the developer subject to the approval of the permit-issuing authority.
- b. Building numbers will be assigned by the City.
- c. The City Council may by resolution name or rename streets. (Ord. 627 (part), 1999).

14.04.180 Bridges.

Bridges, whether on public roads or private roads, must be designed and constructed to meet minimum requirements set forth in the AASHTO bridge specifications and in accordance with the Pacific County road standards. (Ord. 627 (part), 1999).

14.04.190 Utilities.

Utilities to be located within the street right-of-way must be constructed in accordance with current franchise and permit procedures and in compliance with the Pacific County road standards. (Ord. 627 (part), 1999).

14.04.200 Vacation of public rights-of-way.

Applications for vacations of public rights-of-way will be processed in accordance with Chapter 35.79 RCW and Chapter 15.94 of this title. (Ord. 627 (part), 1999).

14.04.210 Right-of-way permit required.

Before performing any work within a right-of-way, the person performing the work must obtain a right-of-way permit from the City Engineer. The City Engineer may condition the permit as necessary to protect the public health, safety and welfare. (Ord. 627 (part), 1999).

CHAPTER 14.06 UTILITIES

Article 1. General

14.06.010 Utility ownership and easement rights.

When a developer installs or causes the installation of water, sewer, electrical power, telephone, cable television, or other types of utility facilities and intends that the facilities will be owned, operated or maintained by a public utility or other entity, the developer must transfer to the utility or other entity the necessary ownership or easement rights to enable the utility or entity to operate and maintain the facilities. (Ord. 627 (part), 1999).

14.06.020 Right-of-way permit required.

- a. Before performing any work within a right-of-way, the person performing the work must obtain a right-of-way permit from the City Engineer,
- b. The City Engineer may condition the permit as necessary to protect the public health, safety and welfare. (Ord. 627 (part), 1999).

14.06.030 Plan approval required.

- a. Before any new sewer system or water system pipes are installed, a developer must provide plans to the City for review.
- b. The plans provided to the City for review must be prepared by a licensed engineer. (Ord. 627 (part), 1999).

10.06.040 As-built drawings required.

- a. Whenever a developer installs or causes to be installed any utility line within the City, or connects to existing facilities within the City, the developer must furnish the City with four mylar copies of a drawing that shows the exact location of such utility lines as soon as practicable after installation is complete, and before acceptance of any utility line.
- b. The drawings must be verified as accurate by the utility service provider.
- c. Compliance with this requirement is a condition of the continued validity of the permit authorizing the development. (Ord. 627 (part), 1999).

14.06.050 Utilities to be consistent with internal and external development.

- a. Whenever it can reasonably be anticipated that utility facilities constructed in one development will be extended to serve other adjacent or nearby developments, the utility facilities (e.g., water or sewer lines) must be located and constructed so that extensions can be made conveniently and without undue burden or expense or unnecessary duplication of service. In all cases, utility lines must extend to the common property line(s) of the subject property and the property(ies) where future development is anticipated.
- b. All utility facilities must be constructed in a way that will:
 - 1. Minimize interference with pedestrian or vehicular traffic; and
 - 2. Facilitate maintenance without undue damage to improvements or facilities located within the development. (Ord. 627 (part), 1999).

Article II. Sewer

14.06.060 Construction standards and specifications.

- a. All sewage disposal lines must be constructed in accordance with the City of Ilwaco Developer Standards.
- b. Sewage disposal lines and water lines must be separated by at least ten (10) feet. (Ord. 627 (part), 1999).

14.06.070 Serving lots with sewage disposal systems.

If a lot is to have a use on it which requires sewage disposal, then the property owner or developer must install a connecting line to the city sewer line. (Ord. 627 (part), 1999).

14.06.080 Sewage disposal facilities required before construction is complete.

A building or structure requiring sewage disposal must be connected to a City sewer line before the completion of the construction of a building or structure. (Ord. 627 (part), 1999).

14.06.090 Compliance with standards.

- a. All proposed developments:
 - 1. Must comply with standards and specifications of the City; and
 - 2. Must meet the intent of the most recent edition of the City's general sewer plan.
- b. The City Engineer must certify to the City that the proposed system meets the City's requirements and will be accepted by the City.
- c. The State Department of Ecology may also have to approve connections to the City's sewer system.
- d. Commercial facilities that elect to meter wastewater outflow in lieu of metering water inflow must install a sewer flow meter. The meter shall be installed at the owner's expense according to City standards, and must be approved by the Public Works Supervisor. Any maintenance or replacement of the meter will be at the owner's expense. (Ord. 812 § 1 (part), 2012; Ord. 627 (part), 1999).

14.06.100 Conveyance of facilities to the City.

- a. The following criteria must be met, unless otherwise waived by the City Engineer, before sewer facilities are conveyed to the City:
 - 1. A public utility easement of adequate dimensions must be concurrently granted to the City.

2. The facilities must be inspected for conformance with the Ilwaco standards specified in the latest addition of the APWA standard specifications for public sewer facilities. The city engineer may require any test to demonstrate conformance. Tests may include, but are not limited to, infiltration, exfiltration, air tests or a combination of tests. The applicant must notify the City Engineer when the sewer facility is ready for inspection.
 3. The applicant must pay all required fees.
 4. The City Engineer may require the developer to post a maintenance bond (in accordance with subsection B below) to cover the cost of replacing or repairing any of the facilities for a period of two years.
- b. If a maintenance security is required by the City Engineer, the applicant must deposit with the City a maintenance bond or other acceptable surety to cover the cost of replacing or repairing any or all required improvements and to warrant against defects in labor and material, and against any damage or defects caused by construction activity on the site, for a period of two years from acceptance of improvements by the City. The maintenance security must be one of the following:
1. A surety bond executed by a surety company authorized to transact business in the state in a form approved by the City Attorney;
 2. A personal bond approved by the City Attorney cosigned by at least one additional person together with evidence of financial responsibility and resources of those signing the bond sufficient to provide reasonable assurance of ability to proceed in accordance with the agreement;
 3. Cash;
 4. A letter of credit approved by the City Attorney from a financial institution stating that the money is held for the purposes of development of the stated project.
- c. The bond or other approved surety will be for twenty (20) percent of the estimated value of all the required improvements as determined by the City Engineer.
- d. Before the warranty period ends, and upon restoration of the improvements to successful operation and the repair of any defects or damage in the improvements, the mayor will authorize the release of the maintenance bond.
- e. The Mayor may withhold release of the bond or surety up to one year from the date of any restoration or repairs to ensure that the restoration or repairs were adequate.
- f. The Mayor and the applicant must sign a notarized security agreement, approved

in form by the City Attorney, in accordance with Section 15.02.130.

- g. When sewer facilities are accepted by the City, the developer must provide the City Engineer with as-built drawings of the sewer facilities, signed, stamped and acknowledged by a licensed Engineer. (Ord. 627 (part), 1999).

14.06.110 Side sewer permits required.

- a. A developer must obtain a side sewer permit for any connection to the City sewer system.
- b. A permit which includes side sewer work in a public area or the connection with or opening into any public sewer other than through the normal connection point of a “Y,” “T,” or stub, will only be issued to a registered side sewer contractor or qualified City employee.
- c. A permit which includes side sewer work on private property will only be issued to:
 - 1. The owner of the property (but such permit does not allow the owner to connect the side sewer to a public sewer except through the normal opening of a “Y,” “T,” or stub under the supervision of the City Engineer or his representative);
 - 2. A registered sewer contractor; or
 - 3. A qualified city employee.
- d. Side sewer permits are not transferable. No authorized person, including any sewer contractor or qualified City employee, may lay any pipe pursuant to any other person’s permit.
- e. No permit will be issued for side sewer connection before the main sewer is accepted by the City. (Ord. 627 (part), 1999).

14.06.120 Costs of side sewer borne by owner.

- a. The property owner must pay all costs and expenses related to the installation and connection of the side sewer, as well as the cost of repairs when:
 - 1. There is a break or blockage in the side sewer within private property or within the building plumbing.
 - 2. The blockage is located within the public right-of-way or easement and is caused by one (1) or more of the following:
 - a. Roots from trees or shrubs located outside public right-of-way or easements.

- b. Side sewer or mainline is blocked from sewage contents originating from private property.
 - c. Side sewer within the public right-of-way or easement is blocked by debris originating from a break in the side sewer within private property.
 - d. An investigation revealed that the source of the blockage originated from private property including adjacent private properties.
- b. The owner must indemnify the City from any loss or damage that may directly or indirectly be caused by the installation of the side sewer. (Ord. 812 § 1 (part), 2012; Ord. 627 (part), 1999).

14.06.130 Side sewer permitting process.

- a. Side sewer permits will be issued by the City Engineer.
- b. The applicant for a side sewer permit must supply the City Engineer with the following information, on a form provided by the City:
 - 1. Owner's name;
 - 2. Address of property to be served;
 - 3. Owner's mailing address;
 - 4. Name and address to which bills must be sent;
 - 5. Registered side sewer contractor's or qualified city employee's name and proof of qualification;
 - 6. Legal description of the property to be served;
 - 7. All outside dimensions of building to be served;
 - 8. Location of buildings on property to be served;
 - 9. Purpose of building; and
 - 10. Alignment of the proposed side sewer.
- c. All required fees must be paid before any side sewer permit is issued. Such fees may include, but are not limited to: permit fees, stub fees, general facilities

connection charges, in-lieu-of-assessment charges, reconnection charges, and/or any other charges (outstanding or otherwise) associated with the permit or the property.

- d. The permit card must be posted on the job before starting the work and must be readily accessible to the City Engineer.
- e. The installer of the side sewer must meet with the inspector on the job whenever so directed.
- f. No side sewer may be backfilled before approval of the City Engineer. (Ord. 627 (part), 1999).

14.06.140 Side sewer contractor registration required.

- a. To assure safe and quality construction of side sewers, and safe and quality connection of side sewers to the public sewers of the city, no person, other than the owner of the property involved, may construct, install, repair, reconstruct, excavate or connect to the public sewers of the city any side sewer, unless he or she is:
 - 1. A side sewer contractor holding a valid, unsuspended current certificate of registration issued by the Department of Licenses of the State (pursuant to Chapter 18.27 RCW); or
 - 2. A qualified employee of the City.
- b. All such registered side sewer contractors and/or qualified City employee:
 - 1. Must adhere at all times to the then-current requirements of the City relating to side sewers, connections to public sewers, and side sewer contractors, including reasonable requirements of the City Engineer relating to construction, installation, reconstruction and repair of side sewers; and
 - 2. Will be liable for all damage to the public sewers and sewage treatment plant of the City. (Ord. 627 (part), 1999).

14.06.150 Each side sewer to have individual side sewer connection, unless exception granted.

- a. Not more than one primary structure may be connected to the sewer system by a single connection unless an exception is granted by the City Engineer before the construction of such connection.
- b. If more than one primary structure is connected to the public sewer system by a

single connection, a mutually beneficial easement must be granted to the respective properties over the shared portions of the connection, thus assuring that all properties involved will have perpetual use of the side sewer. Provisions must also be made for maintenance and access for repair. The property owner must:

1. Record the easement(s) with the County Auditor; and
2. Give a copy to the City. (Ord. 627 (part), 1999).

14.06.160 Protection of excavations—Restoration of public property.

- a. All excavations for side sewer installations must be adequately guarded with barricades and lights so as to protect the public from hazard.
- b. Streets, sidewalks, parkways, and other public property disturbed in the course of the work must be restored in a manner satisfactory to the City.
- c. Any trench settlement within public right-of-way must be repaired by the property owner upon notification by the City. If the property owner fails to repair the trench, the City will make repairs and bill the property owner for the cost of the repairs. (Ord. 627 (part), 1999).

Article III. Water

14.06.170 Construction standards and specifications.

- a. All water distribution lines must be constructed in accordance with the most current edition of the APWA standard specifications; and
- b. Sewage disposal lines and water lines must be separated by at least ten (10) feet. (Ord. 627 (part), 1999).

14.06.180 Water system required.

Every principal use and every lot within a subdivision or in any existing plat must be served by a water supply system that:

- a. Is adequate to accommodate the reasonable needs of the use or subdivision lot; and
- b. Complies with all laws of the Washington State Department of Health and all City ordinances. (Ord. 627 (part), 1999).

14.06.190 Compliance with standards.

- a. All proposed developments shall comply with standards and specifications of the City and must meet the intent of the most recent edition of the City's comprehensive water plan. The City Engineer must certify to the City that the

proposed water system meets the City's requirements and will be accepted by the City.

- b. In order to obtain a building permit for certain uses applicants shall supply evidence of adequate water supply, as required by RCW 19.27.097.
- c. Minimum plumbing fixtures and sanitation facilities to be provided in an occupancy shall be in accordance with WAC 51-50-2900. Water meters shall be sized according to the Uniform Plumbing Code (UPC) per Chapter 15.84.

A property owner may appeal the required meter size based on the determination of a qualified licensed professional paid for by the property owner and approved by the City.

- d. For construction after the adoption of this chapter, shared meters will not be permitted. If an existing building with multiple spaces has only one (1) meter, meters must be added for each space in the event of a significant remodel requiring a building permit. (Ord. 812 § 1 (part), 2012; Ord. 627 (part), 1999).

14.06.200 Conveyance of facilities to the City.

- a. The following criteria must be met, unless otherwise waived by the City Engineer, before water facilities are conveyed to the City:
 - 1. A public utility easement of adequate dimensions must be concurrently granted to the City.
 - 2. The facilities must be inspected for conformance with the City of Ilwaco Developer Standards and the APWA standard specifications for public water facilities. The City Engineer may require any test to demonstrate conformance. The applicant must notify the City Engineer when the water lines are ready for inspection.
 - 3. The applicant must pay all required fees.
 - 4. The City Engineer may require the applicant to post a maintenance bond (in accordance with subsection b. below) to cover the cost of replacing or repairing any of the facilities.
- b. If a maintenance security is required by the City Engineer, the applicant must deposit with the city a maintenance bond or other acceptable surety to cover the cost of replacing or repairing any or all required improvements and to warrant against defects in labor and material, and against any damage or defects caused by construction activity on the site, for a period of two years from acceptance of improvements by the City. The maintenance security must be one of the following:

1. A surety bond executed by a surety company authorized to transact business in the state in a form approved by the City Attorney;
 2. A personal bond approved by the City Attorney cosigned by at least one additional person together with evidence of financial responsibility and resources of those signing the bond sufficient to provide reasonable assurance of ability to proceed in accordance with the agreement;
 3. Cash;
 4. A letter of credit approved by the City Attorney from a financial institution stating that the money is held for the purposes of development of the stated project.
- c. The bond or other approved surety will be for twenty (20) percent of the estimated value of all the required improvements as determined by the City Engineer.
 - d. When the warranty period ends, and upon restoration of the improvements to successful operation and the repair of any defects or damage in the improvements, the City Engineer will authorize the release of the maintenance bond.
 - e. The City Engineer may withhold release of the bond or surety up to one year from the date of any restoration or repairs to insure that the restoration or repairs were adequate.
 - f. The Mayor and the applicant must sign a notarized security agreement, approved in form by the City Attorney, in accordance with Section 15.02.130.
 - g. When water facilities are accepted by the City, the developer must provide the City Engineer with as-built drawings of the water facilities, signed, stamped and acknowledged by an Engineer. (Ord. 627 (part), 1999).

14.06.210 Licensed plumber required to make connections.

All water line connections must be made by a licensed plumber. (Ord. 627 (part), 1999).

14.06.220 Costs borne by owner.

- a. The property owner must pay all costs and expenses related to the installation and connection of the water lines, as well as the cost of repairs from the backside of the meter to the building or for repairs on any water line not conveyed to the City.
- b. The owner must indemnify the City from any loss or damage that may directly or indirectly be caused by the installation of the water lines. (Ord. 812 § 1 (part), 2012; Ord. 627 (part), 1999).

14.06.230 Make application to connect to City water system.

- a. Before connecting to the City water system, a property owner or developer must:
 - 1. Make application; and
 - 2. Pay the water connection fee.
- b. The City will install a water meter and the connection will be made once the fee has been paid.
- c. No water line trenches may be backfilled before approval of the City Engineer. (Ord. 627 (part), 1999).

14.06.240 Each lot to have individual water connection, unless exception granted.

- A. Not more than one primary structure may be connected to the water system by a single connection unless an exception is granted by the City Engineer before the construction of such connection.
- b. If more than one primary structure is connected to the public water system by a single connection, a mutually beneficial easement must be granted to the respective properties over the shared portions of the connection, thus assuring that all properties involved will have perpetual use of the water line. Provisions must also be made for maintenance and access for repair. The applicant must:
 - 1. Record the easement(s) with the County Auditor; and
 - 2. Give a copy to the City. (Ord. 627 (part), 1999).

14.06.250 Protection of excavations—Restoration of public property.

- a. All excavations for water line installations must be adequately guarded with barricades and lights so as to protect the public from hazard.
- b. Streets, sidewalks, parkways, and other public property disturbed in the course of the work must be restored in a manner satisfactory to the City.
- c. Any trench settlement within public right-of-way will be repaired by the property owner upon notification by the city. If the property owner fails to repair the trench, the City will make repairs and bill the property owner for the repairs. (Ord. 627 (part), 1999).

Article IV. Other Utilities

14.06.260 Construction standards and specifications.

Construction and design standards and specifications for the components of utilities other

than sewer and water are to be constructed in accordance with current franchise and permit procedures and in compliance with the most recent edition of the Pacific County road standards. (Ord. 627 (part), 1999).

14.06.270 Lighting requirements.

- a. Subject to subsection b. below, all public streets, sidewalks, and other common areas or facilities in subdivisions created after the effective date of this chapter must be sufficiently illuminated to ensure the security of property and the safety of persons using such streets, sidewalks, and other common areas or facilities.
- b. All entrances and exits in substantial buildings used for nonresidential purposes and in multifamily residential developments must be adequately lighted to ensure the safety of persons and the security of the buildings.
- c. All outdoor lights must be low sodium or similar lamp type and be down-shielded to prevent light pollution.
- d. Lighting within any lot that unnecessarily illuminates any other lot or public right-of-way and substantially interferes with the use or enjoyment of such other lot or public right-of-way is prohibited.
- e. Lighting for automated teller machines or night deposit facilities must be provided in accordance with RCW 19.174.050. (Ord. 627 (part), 1999).

14.06.280 Electric power.

Every principal use and every lot within a subdivision or existing plat must have available to it a source of electric power adequate to accommodate the reasonable needs of the use or lot. (Ord. 627 (part), 1999).

14.06.290 Telephone services.

Every principal use and every lot within a subdivision or existing plat must have available to it a telephone service cable adequate to accommodate the reasonable needs of the use or lot. (Ord. 627 (part), 1999).

14.06.300 Underground utilities.

- a. Except as noted in subsections d.—f. of this section below, all new electric power lines (not to include transformers or enclosures containing electrical equipment including, but not limited to, switches, meters or capacitors which may be pad mounted), telephone, cable television, and other communication lines installed must be placed underground in accordance with the specifications and policies of the respective utility service providers.
- b. Utilities within the right-of-way on new roads must be installed in accordance

with the most recent edition of the Pacific County roads standards. If the distribution line originates from a point opposite any public roadway from the new construction, the service lines must be placed under the roadway by means of boring or surface excavation across the roadway.

- c. For new development in existing plats or for infill development, utilities may be installed above ground, with the approval of the city engineer and the respective utility service provider.
- d. If the respective utility provider determines that an underground system cannot reasonably be installed according to accepted engineering practices, the requirements of this section may be waived upon receipt of a written notice from the City Engineer. The waiver must be noted in the permit or it will be considered as not being granted. If undergrounding is not determined to be feasible, the applicant must either sign a concomitant agreement or a no protest agreement of the formation of an LID for future undergrounding. Determination of which form of promissory will be used is at the discretion of the City Engineer.
- e. Nothing in this section nor any other section in relation to underground utilities applies to power lines carrying a voltage of 15 kV or more.
- f. Nothing in this section nor any other section in relation to underground utilities prohibits the placement of mounted transformers, terminal pedestal, or other electrical and communications devices above ground, as determined by the appropriate service utility provider involved. (Ord. 627 (part), 1999).

14.06.310 Sites for and screening of dumpsters.

- a. Every development which is or will be required to provide one or more dumpsters for solid waste collection under the city's solid waste collection policies must provide sites for such dumpsters that are:
 - 1. Located so as to facilitate collection and minimize any negative impact on persons occupying the development site, neighboring properties, or public rights-of-way; and
 - 2. Constructed according to specifications established by the City Engineer to allow for collection without damage to the development site or the collection vehicle.
- b. All Dumpsters must be screened if and to the extent that, in the absence of screening, they would be clearly visible to:
 - 1. Persons in any dwelling unit on residential property other than that where the Dumpster is located; or,
 - 2. Occupants or customers in any building on nonresidential property other than that where the Dumpster is located, unless the other property is used

primarily for purposes permitted exclusively in the light industrial district;
or

3. Persons traveling on any public street, sidewalk, or other public way. (Ord. 627 (part), 1999).

CHAPTER 14.08 DRAINAGE, EROSION CONTROL AND STORMWATER MANAGEMENT

14.08.010 Natural drainage system utilized to extent feasible.

- a. To the extent practicable, all development must conform to the natural contours of the land and natural and pre-existing human-made drainage ways must remain undisturbed.
- b. To the extent practicable, lot boundaries must coincide with natural and pre-existing human-made drainage ways within subdivisions to avoid the creation of lots that can be built upon only by altering such drainage ways. (Ord. 627 (part), 1999).

14.08.020 Developments must drain properly.

- a. All developments must be provided with a drainage system that is adequate to prevent the undue detention or retention of surface water on the development site. Surface water will not be regarded as unduly detained or retained if:
 1. The detention or retention results from a technique, practice or device deliberately installed as part of an approved sedimentation or stormwater runoff control plan; or
 2. The detention or retention is not substantially different in location or degree than that experienced by the development site in its predevelopment state, unless such detention or retention presents a danger to health or safety.
- b. No surface water may be channeled or directed into a sewer line.
- c. Whenever practicable, the drainage system of a development must coordinate with and connect to the drainage systems or drainage ways on surrounding properties or streets.
- d. Construction specifications for drainage swales are contained in the most recent edition of the Pacific County road standards. (Ord. 627 (part), 1999).

14.08.030 Stormwater management.

All developments must be constructed and maintained so that adjacent properties are not unreasonably burdened with surface waters as a result of the developments. More specifically:

- a. No development may be constructed or maintained so that the development unreasonably impedes the natural flow of water from higher adjacent properties across the development, resulting in substantial damage to the higher adjacent properties; and
- b. No development may be constructed or maintained so that surface waters from the development are unreasonably collected and channeled onto lower adjacent properties, resulting in a volume and/or rate that is substantially greater than the predevelopment volume and/or rate. (Ord. 627 (part), 1999).

14.08.040 Erosion control and sedimentation.

- a. Erosion control and water quality control facilities for projects that disturb over five acres must apply to the State Department of Ecology for an NPDES permit.
- b. Erosion control plans are required as a component of the site plan for all plats and all projects which require site plan review. Erosion control plans may include practices such as using straw bales, hydroseeding, etc.
- c. Development of the land may not begin (and no building permits may be issued) until the City Engineer approves the erosion control plan.
- d. For purposes of this section, “disturb” means any use of the land by any person in any development, and/or road construction and maintenance that results in a change in the natural cover or topography that may cause or contribute to sedimentation. Sedimentation occurs whenever solid particulate matter, mineral or organic, is transported by water, air, gravity or ice from the site of its origin. (Ord. 627 (part), 1999).

14.08.050 Stormwater system design.

- a. Storm sewers constructed within the street will be sized by the developer’s Engineer and will consider all potential runoff requirements within the site and upstream of the site.
 - 1. The storm sewer will be sized for a one hundred (100) year design recurrence criteria for storm drainage facilities.
 - 2. The minimum size of storm sewers is eight inches in diameter.
 - 3. Spacing of catch basins along the street must conform to published engineering recommendations, which consider profile of the street and street width.
- b. On-site detention may be required for new development where downstream deficiencies exist or are anticipated to exist in the next five years. Development that will be less than five thousand (5,000) square feet of impervious surface is exempt from detention requirements. The square footage considers the total

development of the property including the future potential impervious surface. Recommended design recurrence criteria for a commercial or residential storm drainage detention facility is a ten (10) year interval. (Ord. 627 (part), 1999).

14.08.060 Illegal discharge of materials into the stormwater system.

The discharge of any material other than stormwater into the stormwater system is prohibited. (Ord. 627 (part), 1999).

CHAPTER 14.14 BUILDINGS AND CONSTRUCTION

14.14.010 Washington State Building Codes adopted.

The model codes listed below, as approved and adopted by the State Building Code Council (SBCC), together with any amendments or additions, are adopted by this reference. These codes apply to all new construction, remodeling or repairs. Copies of the codes are on file in the offices of the City Clerk-Treasurer and the Building Inspector.

- a. Uniform Building Code (UBC) and Standards;
- b. Uniform Plumbing Code (UPC) and Standards;
- c. Uniform Mechanical Code (UMC) and Standards;
- d. Uniform Swimming Pool, Spa and Hot Tub Code;
- e. Uniform Code for the Abatement of Dangerous Buildings;
- f. Washington State Barrier Fee Regulations;
- g. Washington State Energy Code;
- h. Washington State Ventilation and Indoor Air Quality Code;
- i. Washington State Historic Building Code;
- j. Uniform Building Code Appendix Chapter 15 (Reroofing);
- k. Uniform Building Code Appendix Chapter 33 (Excavation and Grading);
- l. Uniform Building Code Appendix Chapter 34, Division 1 (Life Safety Requirements For Existing Buildings Other Than High-Rise Buildings). (Ord. 627 (part), 1999).

14.14.020 Duties of the Building Inspector.

The duties of the Building Inspector are described in the model codes listed in Section 14.14.010. (Ord. 627 (part), 1999)

14.14.030 Building permits.

- a. No building or other structure may be erected, moved, added to or structurally altered without a permit issued by the Building Inspector. No building permit may be issued except in conformity with the provisions of this title.
- b. When required by the Building Inspector, all applications for building permits must be accompanied by plans in duplicate, drawn to scale, showing:
 - 1. The actual dimensions and shape of the lot to be built upon;
 - 2. The exact sizes and location of existing buildings on the lot, if any; and
 - 3. The location and dimensions of the proposed building or alteration.
- c. The application must include such other information as lawfully may be required by the Building Inspector, including:
 - 1. Existing or proposed building or alteration;
 - 2. Existing or proposed uses of the building and land;
 - 3. The number of families, housekeeping units, or rental units the building is designed to accommodate;
 - 4. Conditions existing on the lot; and
 - 5. Other matters as may be necessary to determine conformance with, and provide for the enforcement, of this title.
- d. One copy of the plans will be returned to the applicant by the Building Inspector after marking the copy approved or disapproved and signing the copy. The second copy of the plans will be retained by the Building Inspector.
- e. If work described in any building permit has not begun within one hundred eighty (180) days from the date of issuance of the permit, the permit will expire, the permit will be canceled by the Building Inspector, and written notice that the permit has expired will be given to the applicant. (Ord. 627 (part), 1999)

14.14.040 Building permit fees.

Building permit fees are set by resolution. (Ord. 627 (part), 1999).

14.14.050 Side sewer permit.

No building permits for primary use structures will be issued without the applicant having first secured a side sewer permit per Section 14.06.110. (Ord. 627 (part), 1999).

14.14.060 Only construction in compliance with approved plans authorized.

- a. Building permits issued on the basis of plans and applications approved by the Building Inspector authorize only the construction set forth in such approved plans and application and no other construction.
- b. Construction different than that authorized will be considered a violation of this title and punishable as provided by Section 15.02.130. (Ord. 627 (part), 1999).

14.14.070 Accessory buildings.

Accessory buildings may not be constructed before construction of the main building. (Ord. 627 (part), 1999).

14.14.080 Fences.

- a. Building permits are required for all fence construction six feet and over in height.
- b. No fence on a corner lot may interfere with a driver's ability to see at an intersection. Fences on corner lots may not be more than forty-two (42) inches above street grade. (Ord. 627 (part), 1999).

14.14.090 Retaining walls.

- a. Building permits are required for all retaining walls over four (4) feet in height, measured from the bottom of the footing.
- b. All retaining walls over eight feet in height must be designed, stamped and acknowledged by a professional engineer licensed by the state. (Ord. 627 (part), 1999).

14.14.100 Signs.

Sign permits are required for sign installations and must comply with the regulations of Chapter 15.45. (Ord. 627 (part), 1999).

14.14.110 Repairs and maintenance.

Nothing in this title prevents the strengthening or restoring to a safe condition of any building or structure declared unsafe by any official charged with protecting public safety. (Ord. 627 (part), 1999).

14.14.120 Inspection of improvements.

- a. Before signing off the final inspection, the Building Inspector will inspect all improvements installed as a requirement of this title or as a condition of permit on

or adjacent to the site.

- b. Any improvements found to be damaged by the builder must be repaired before receiving final inspection sign-off. (Ord. 627 (part), 1999).

CHAPTER 14.16 FIRE CODE

14.16.010 Uniform Fire Code adopted.

The model codes listed below, as approved and adopted by the State Building Code Council (SBCC), together with any amendments or additions, are adopted by this reference. The Uniform Fire Code applies to all new construction, remodeling or repairs. Copies of the Uniform Fire Code are on file in the offices of the city clerk-treasurer and the building inspector.

- a. Uniform Fire Code (UFC) and Standards;
- b. Uniform Fire Code Appendix Chapter 11-B (Protection of Flammable and Combustible Liquid Tanks in Locations Subject to Flooding); and
- c. Uniform Fire Code Appendix Chapter 11-F (Protected Aboveground Tanks for Motor Vehicle Fuel-Dispensing Stations Outside Buildings). (Ord. 627 (part), 1999).

14.16.020 Applicability.

- a. The provisions of this chapter apply to all commercial buildings constructed or developed within the city limits, when the buildings will be served by water mains and fire hydrants capable of delivering the required water, unless specifically exempted by this chapter, or unless waived or modified by the fire chief pursuant to Section 14.16.090.
- b. Decisions of the fire chief are considered to be made in the best interest, and with the concurrence, of an affected fire district in the absence of any credible evidence to the contrary. (Ord. 627 (part), 1999).

14.16.030 Fire Chief approval prior to issuance of permits.

No permit subject to this chapter will receive final approval until the Fire Chief has verified that the provisions of this chapter are satisfied. (Ord. 627 (part), 1999).

14.16.040 Hydrants to be served by City.

All water mains and fire hydrants required by this chapter must be served by the City water system. (Ord. 627 (part), 1999).

14.16.050 Hydrant standards.

Every development must include a system of fire hydrants sufficient to provide adequate fire protection for the buildings located or intended to be located within the development. The following hydrant standards apply unless waived or modified pursuant to Section 14.16.090:

- a. Any new hydrant installations must comply with the most recent edition of the document entitled “Conditions and Standards for Connecting to the City’s Water System.”
- b. Spacing.
 - 1. Within areas exclusively developed for residential occupancy, maximum distance from a fire hydrant to an access point of any lot is three hundred (300) feet along a roadway.
 - 2. The maximum distance between hydrants in residential areas is no greater than six hundred (600) feet.
 - 3. For all other occupancy types, the maximum distance from a fire hydrant to the access point of the lot is one hundred fifty (150) feet along a roadway.
 - 4. When any portion of a commercial building is more than one hundred fifty (150) feet from the water supply on a public street and when required by the Fire Chief, on-site fire hydrants and mains capable of supplying the required fire flow must be provided. Water supply may consist of reservoirs, pressure tanks, elevator tanks, water mains, or other fixed systems capable of supplying the required fire flow as approved by the Fire Chief and City.
- c. Location.
 - 1. Whenever possible, hydrants must be located at street intersections, provided that when such location results in spacing distances greater than allowed by this chapter, additional hydrants may be required between intersections; provided further, that when the required fire flow is greater than two thousand five hundred (2,500) GPM, the number and location of hydrants will be determined by the city and approved by the Fire Chief.
 - 2. Fire apparatus access roads must be provided and maintained in accordance with the most recent edition of the Pacific County roads standards.
 - 3. When fire protection facilities are installed by the developer pursuant to Section 901.3 of the UFC, the facilities must be installed before any combustible construction is installed on-site.

4. Water mains and fire hydrants must be capable of delivering the required fire flow to the site and will remain the responsibility of the developer until accepted by the City.
 5. When alternate provisions are provided pursuant to Section 14.16.090 the above requirements may be waived or modified.
 6. When locating hydrants, consideration will be given to hazardous operations and the practicality of sound fire service practices (fences, roadways, barriers to operation, etc.), the recommended location preferred by the City, and the required ten (10) foot vehicle clear zone on each side of each hydrant.
- d. Additional Location Requirements for Commercial Buildings.
1. The minimum number of public and private hydrants required will be determined by dividing the required fire flow for the building by one thousand five hundred (1,500).
 2. Hydrants may be located no closer than fifty (50) feet to and no more than three hundred (300) feet from a building.
 3. No hydrant may be located more than one hundred fifty (150) feet from a sprinkler or standpipe connection.
- e. Installation.
1. Hydrants must stand plumb and be set to the finished grade.
 2. The bottom of the lowest outlet of the hydrant must be no less than twelve (12) inches above the grade.
 3. There must be a thirty-six (36) inch radius of clear area about the hydrant for the operation of a hydrant wrench on the outlets and the control valve.
 4. The pumper port must face the street or, where the street cannot be clearly identified, must face the most likely location of a fire truck while pumping, as determined by the Fire Chief.
- f. Fire hydrants must be protected from damage.
1. Internal maintenance of public fire hydrants is the responsibility of the City.
 2. Private hydrants must be protected and maintained in accordance with the Uniform Fire Code. (Ord. 627 (part), 1999).

14.16.060 Piping and flow standards.

The following standards relating to water mains, hydrant branches, and fire flow apply to all new development in the City unless waived or modified, pursuant to Section 14.16.090:

- a. Hydrant branches must not have a domestic supply outlet and must meet the design standards of the City (see Chapter 14.06).
- b. New or replaced water mains serving fire hydrants must meet the design standards of the City (see Chapter 14.06).
- c. Flow Requirements.
 - 1. Service mains supplying hydrants must be designed to provide not less than five hundred (500) GPM at twenty (20) pounds per square inch residual pressure over and above the computed maximum daily domestic consumption for the period of time specified in the Washington Survey and Rating Bureau's Grading Schedule, Table 4.
 - 2. In addition, service mains supplying hydrants must provide the fire flow required to each building covered at the number of gallons per minute specified in UFC Appendix IIIA, except as to single dwellings. The Fire Chief may require construction in compliance with design from a registered professional engineer in order to assure that the required fire flow will be achieved. (Ord. 627 (part), 1999).

14.16.070 Plan approval required.

- a. Before any new hydrants or mains serving hydrants are installed, the developer must provide plans, prepared by a licensed engineer, for review by the City.
- b. Upon completed installation and acceptance by the City, the developer must give the Fire Chief two copies of the accurate and identifiable as-built drawings or plans showing the location of all mains, hydrant branches, valves and fire hydrants installed. (Ord. 627 (part), 1999).

14.16.080 Plan review.

- a. The Fire Chief must certify that the plans have been reviewed before a development permit for any new or substantially-altered commercial building, plat development or residential complex is issued.
- b. If the plans are in compliance with this chapter, a notice of approval for issuance of a building permit will be forwarded to the Building Inspector. The approval will be based on the provisions of this chapter being satisfied before the start of any construction. (Ord. 627 (part), 1999).

14.16.090 Waiver and modification.

- a. Subject to acceptance by the City, the Fire Chief may grant a waiver or modification to the standards contained in Sections 14.16.050 and 14.16.060 if:
 - 1. Strict compliance with the standards would create a substantial hardship on the applicant; and
 - 2. A waiver or modification does not result in inadequate fire protection.
- b. Waivers or modifications must:
 - 1. Be in writing;
 - 2. State the reasons for the waiver or modification; and
 - 3. Be provided to the fire district that has jurisdiction over the project. (Ord. 627 (part), 1999).

14.16.100 Obstruction prohibited.

- a. Obstructing the view of a fire hydrant by any means for a distance of fifty (50) feet from any direction of vehicular approach is prohibited.
- b. Any violation of this section is declared a public nuisance, subject to immediate abatement and subject to Section 15.02.140. (Ord. 627 (part), 1999).

SECTION 3. SEVERABILITY.

If any section, sentence, or phrase of this Ordinance should 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 ordinance.

SECTION 4. PUBLICATION AND SUMMARY.

This Ordinance or summary thereof consisting of the title shall be published in the official newspaper of the City.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect five (5) days after publication of the summary consisting of the title.

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

Mike Cassinelli, Mayor

ATTEST:

Ariel Smith, Deputy City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Fornier	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED:

EFFECTIVE:

City Clerk

From: Flannary Collins <fcollins@mrsc.org>
Sent: Wednesday, September 24, 2014 4:36 PM
To: clerk@ilwaco-wa.gov
Subject: Recodification of portion of Uniform Development Code

Ariel:

I think I understand your question. You are wondering whether a re-codification of a portion of the development code needs to go through the planning process, including planning commission review, commerce review and SEPA. It is my understanding there are no actual changes to the code besides the numbering into a different chapter. I don't think you need to proceed through any of the typical planning processes for adoption or amendment of development regulations. Here is why:

1. The planning commission is required to review changes to the comprehensive plan and development regulations prior to council approval. See RCW [35A.63.070](#), [35A.63.071](#), and Ilwaco code 15.06.040 (delegating public hearing requirement for development regulations in RCW 35A.53.130 to the planning commission). Here, recodification is not adoption or amendment of a development regulation; it is just a transfer to a different chapter.
2. RCW [36.70A.106](#) requires "any amendments of permanent changes to a...development regulation" be submitted to commerce. Again, I do not think recodification is an amendment to the regulation, it is just a reorganization of what is included in a particular chapter.
3. SEPA review is required for adoption of zoning codes. Again, here, I do not consider a recodification of a development regulation to be an "adoption of a zoning code" – it's just a reassigned chapter.

Please let me know if I can be of additional assistance.

Flannary P. Collins
Legal Consultant
206.625.1300 | MRSC.org | Local Government Success

-----Original Message-----

Name: Ariel Smith
Title: Deputy City Clerk
Phone: 360 642-3145
Email: clerk@ilwaco-wa.gov

There is a question among the council-members whether or not something being removed from chapter 15 (which is our UDO) needs to go through the planning process as everything else does when amending anything in that chapter. Our developer standards are currently in chapter 15 we are trying to move them to a separate chapter (their own). The ordinance that our attorney presented stated that the city was re-numbering chapter 15 part 5 as Chapter 14. So the purpose of this was to do two things, get the developer standards out of Chapter 15 as we do not wish everything that is changed to go through the planning process and move it into its own chapter. By doing this it is re-numbering that section, so therefore it would no longer be there correct? We just want to know if by doing that do we have to go

City Clerk

From: Heather Reynolds <heather@reynoldsattorney.com>
Sent: Wednesday, October 08, 2014 4:47 PM
To: clerk@ilwaco-wa.gov
Cc: rcrater@columbiaestuary.org
Subject: RE: Developer Standards

Ariel,

This section of Title 15 is not a subject that statutorily requires SEPA approval. In talking with Ryan, the only concern is Section 15.56.030 of the City code which sets out a detailed process for "amendments to development regulations". It is in the Zoning subsection of the Ilwaco Code and one can argue that it only is intended to apply to that subsection. Building and Fire Codes are clearly not Zoning. In addition, one could argue that the City is simply renumbering an incorrectly placed Section, and it so doing it is removing language from one section of the code, not "amending" the language of existing code. It is also arguable that a "development standard" or fire and building code standard is an entirely different concept than a "development regulation" as that term is used in the Ilwaco Code. Finally, It is unlikely that removal of Section 5 from the Development Code and renumbering it as Title 14 would draw objection from the State for any reason, and it is unlikely that citizens would be unhappy with that decision. I believe there is a sufficient legal basis in language interpretation for the Council to approve removing Section 5 from its inadvertent placement in the development section of the code and adopting it as a separate Title 14 without seeking State or Planning Commission approval for such re-numbering.

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: City Clerk [mailto:clerk@ilwaco-wa.gov]
Sent: Wednesday, October 08, 2014 12:59 PM
To: 'Heather Reynolds'
Subject: FW: Developer Standards

From: City Clerk [mailto:clerk@ilwaco-wa.gov]
Sent: Wednesday, October 08, 2014 11:55 AM
To: 'Heather Reynolds'
Subject: Developer Standards

City Clerk

From: Ryan Crater <rcrater@columbiaestuary.org>
Sent: Wednesday, October 08, 2014 2:10 PM
To: clerk@ilwaco-wa.gov
Subject: Development Standards

Just spoke with Heather...I think we are all on the same page regarding the issue of Title 15...SEPA etc.

She will have a final document regarding this issue for the City, which I would consider final regarding the issue of what needs to happen.

I am in agreement with our City Attorney on this matter 😊.

Ryan

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 10/13/14 Council Business Item:
- B. Issue/Topic: **Washington State Public Works Board loan repayment date amendments to loan agreements**

- C. Sponsor(s):
1. Mike Cassinelli 2.

- D. Background (overview of why issue is before council):
1. Currently the loan repayment date for the Washington State Public Works Board loan is July 1st, this amendment would make it June 1st. This action is being taken at the direction of the legislature. This is to better align the billing and budget projections with the state's biennial budget cycle. This would affect four current loan agreements with the Public Works Trust Fund. PW-06-962-017, PW-05-691-023, PW-97-791-007 & PW-04-691-PRE-116.

- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
The impact of this amendment is as follows:
1. For 2015 the billing cycle is July 1, 2014 through May 31, 2015 and includes 11 months of principle and interest.
2. For 2016 and thereafter, the billing cycle is from June 1st through May 31st and includes 12 months of principle and interest.

- F. Impacts:
1. Fiscal: ultimately the payments will come out the same
2. Legal:
3. Personnel:
4. Service/Delivery:

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

- H. Time Constraints/Due Dates: The amendment is to be mailed to the state no later than November 14, 2014.

Proposed Motion: I move to authorize the mayor to execute the four Public Works Board Loan Amendments to move the payment due date from July 1st to June 1st.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

www.commerce.wa.gov

September 15, 2014

Contracts Administrator
Ilwaco, City of
120 First Avenue North
Ilwaco, WA 98624

RE: Public Works Trust Fund
Loan Repayment Date Amendment to Loan Agreement/Contract PW-06-962-017

Dear Sir or Madam,

Enclosed are two copies of the amendment for your Public Works Loan Agreement modifying the annual repayment date from July 1 to June 1. This action is being taken at the direction of the legislature and the Office of Financial Management to better align the billing and budget projections with the state's biennial budget cycle. **Your new repayment date will now be June 1.**

- For 2015, your billing cycle is July 1, 2014 through May 31, 2015 and includes 11 months of principle and interest.
- For 2016 and thereafter, your billing cycle is from June 1 through May 31 and includes 12 months of principle and interest.

All other instructions regarding your loan repayments are the same and billings will be mailed out thirty days earlier as well to meet this new repayment date.

Please sign and return both copies of the amendment to our office no later than November 14, 2014.

Department of Commerce
Attn: Contracts Administration Unit
P. O. Box 42525
Olympia, WA 98504-2525

If you have any questions, concerns or need additional information, please do not hesitate to call me at (360) 725-3022 or email me at mark.barkley@commerce.wa.gov.

Sincerely,

Mark K. Barkley

Mark K. Barkley
Managing Director
Contracts Administration Unit

AMENDMENT FACE SHEET

Loan Number: PW-06-962-017
Amendment Number: Y
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Ilwaco, City of 120 First Avenue North Ilwaco, WA 98624		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$ 237,960.00	6. Amendment Amount N/A	7. New Contract Amount N/A	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date October 15 th , 2014	10. Contract End Date June 1, 2026
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	CFDA Number: N/A	
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 _____ Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

**Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract**

Contractor/Borrower: Ilwaco, City of
Contract Number: PW-06-962-017
Amendment Number: Y

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed on the Face Sheet, agree to amend the above listed contract by revising all clauses contained therein that reference (in whole or in part) the annual Loan Repayment month and Loan End Date month.

The Loan Repayment and Loan End Date months shall be revised to read "June 1" instead of "July 1" as the month and day in which all loan repayments are to be made. The final payment shall be on or before June 1, 2026, of an amount sufficient to bring the loan balance to zero.

AMENDMENT FACE SHEET

Loan Number: PW-06-962-017
Amendment Number: Y
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Ilwaco, City of 120 First Avenue North Ilwaco, WA 98624		2. Contractor Doing Business As (optional) N/A			
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A			
5. Original Contract Amount \$ 237,960.00	6. Amendment Amount N/A	7. New Contract Amount N/A			
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11. Federal Funds (as applicable): N/A		Federal Agency: N/A		CFDA Number: N/A	
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.					
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General			

AMENDMENT TERMS AND CONDITIONS

**Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract**

Contractor/Borrower: Ilwaco, City of
Contract Number: PW-06-962-017
Amendment Number: Y

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed on the Face Sheet, agree to amend the above listed contract by revising all clauses contained therein that reference (in whole or in part) the annual Loan Repayment month and Loan End Date month.

The Loan Repayment and Loan End Date months shall be revised to read "June 1" instead of "July 1" as the month and day in which all loan repayments are to be made. The final payment shall be on or before June 1, 2026, of an amount sufficient to bring the loan balance to zero.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

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www.commerce.wa.gov

September 15, 2014

Contracts Administrator
Ilwaco, City of
120 First Avenue North
Ilwaco, WA 98624

RE: Public Works Trust Fund
Loan Repayment Date Amendment to Loan Agreement/Contract PW-05-691-023

Dear Sir or Madam,

Enclosed are two copies of the amendment for your Public Works Loan Agreement modifying the annual repayment date from July 1 to June 1. This action is being taken at the direction of the legislature and the Office of Financial Management to better align the billing and budget projections with the state's biennial budget cycle. **Your new repayment date will now be June 1.**

- For 2015, your billing cycle is July 1, 2014 through May 31, 2015 and includes **11 months** of principle and interest.
- For 2016 and thereafter, your billing cycle is from June 1 through May 31 and includes 12 months of principle and interest.

All other instructions regarding your loan repayments are the same and billings will be mailed out thirty days earlier as well to meet this new repayment date.

Please sign and return both copies of the amendment to our office no later than November 14, 2014.

Department of Commerce
Attn: Contracts Administration Unit
P. O. Box 42525
Olympia, WA 98504-2525

If you have any questions, concerns or need additional information, please do not hesitate to call me at (360) 725-3022 or email me at mark.barkley@commerce.wa.gov.

Sincerely,

Mark K. Barkley

Mark K. Barkley
Managing Director
Contracts Administration Unit

AMENDMENT FACE SHEET

Loan Number: PW-05-691-023
Amendment Number: Y
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Ilwaco, City of 120 First Avenue North Ilwaco, WA 98624		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$ 769,898.26	6. Amendment Amount N/A	7. New Contract Amount N/A	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date October 15 th , 2014	10. Contract End Date June 1, 2025
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

Contractor/Borrower: Ilwaco, City of
Contract Number: PW-05-691-023
Amendment Number: Y

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed on the Face Sheet, agree to amend the above listed contract by revising all clauses contained therein that reference (in whole or in part) the annual Loan Repayment month and Loan End Date month.

The Loan Repayment and Loan End Date months shall be revised to read "June 1" instead of "July 1" as the month and day in which all loan repayments are to be made. The final payment shall be on or before June 1, 2025, of an amount sufficient to bring the loan balance to zero.

AMENDMENT FACE SHEET

Loan Number: PW-05-691-023
Amendment Number: Y
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Ilwaco, City of 120 First Avenue North Ilwaco, WA 98624		2. Contractor Doing Business As (optional) N/A	
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11. Federal Funds (as applicable): N/A		Federal Agency: N/A	CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1.			
The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 _____ Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

Contractor/Borrower: Ilwaco, City of
Contract Number: PW-05-691-023
Amendment Number: Y

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed on the Face Sheet, agree to amend the above listed contract by revising all clauses contained therein that reference (in whole or in part) the annual Loan Repayment month and Loan End Date month.

The Loan Repayment and Loan End Date months shall be revised to read "June 1" instead of "July 1" as the month and day in which all loan repayments are to be made. The final payment shall be on or before June 1, 2025, of an amount sufficient to bring the loan balance to zero.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

www.commerce.wa.gov

September 15, 2014

Contracts Administrator
Ilwaco, City of
120 First Avenue North
Ilwaco, WA 98624

RE: Public Works Trust Fund
Loan Repayment Date Amendment to Loan Agreement/Contract PW-97-791-007

Dear Sir or Madam,

Enclosed are two copies of the amendment for your Public Works Loan Agreement modifying the annual repayment date from July 1 to June 1. This action is being taken at the direction of the legislature and the Office of Financial Management to better align the billing and budget projections with the state's biennial budget cycle. **Your new repayment date will now be June 1.**

- For 2015, your billing cycle is July 1, 2014 through May 31, 2015 and includes **11 months** of principle and interest.
- For 2016 and thereafter, your billing cycle is from June 1 through May 31 and includes 12 months of principle and interest.

All other instructions regarding your loan repayments are the same and billings will be mailed out thirty days earlier as well to meet this new repayment date.

Please sign and return both copies of the amendment to our office no later than November 14, 2014.

Department of Commerce
Attn: Contracts Administration Unit
P. O. Box 42525
Olympia, WA 98504-2525

If you have any questions, concerns or need additional information, please do not hesitate to call me at (360) 725-3022 or email me at mark.barkley@commerce.wa.gov.

Sincerely,

Mark K. Barkley

Mark K. Barkley
Managing Director
Contracts Administration Unit

AMENDMENT FACE SHEET

Loan Number: PW-97-791-007
Amendment Number: C
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Ilwaco, City of 120 First Avenue North Ilwaco, WA 98624		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$ 193,500.00	6. Amendment Amount N/A	7. New Contract Amount N/A	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date October 15 th , 2014	10. Contract End Date June 1, 2017
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 _____ Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

Contractor/Borrower: Ilwaco, City of
Contract Number: PW-97-791-007
Amendment Number: C

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed on the Face Sheet, agree to amend the above listed contract by revising all clauses contained therein that reference (in whole or in part) the annual Loan Repayment month and Loan End Date month.

The Loan Repayment and Loan End Date months shall be revised to read "June 1" instead of "July 1" as the month and day in which all loan repayments are to be made. The final payment shall be on or before June 1, 2017, of an amount sufficient to bring the loan balance to zero.

AMENDMENT FACE SHEET

Loan Number: PW-97-791-007
Amendment Number: C
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Ilwaco, City of 120 First Avenue North Ilwaco, WA 98624		2. Contractor Doing Business As (optional) N/A	
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11. Federal Funds (as applicable): N/A		Federal Agency: N/A	CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1.			
The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments: A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 _____ Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

**Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract**

Contractor/Borrower: Ilwaco, City of
Contract Number: PW-97-791-007
Amendment Number: C

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STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

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www.commerce.wa.gov

September 15, 2014

Contracts Administrator
Ilwaco, City of
120 First Avenue North
Ilwaco, WA 98624

RE: Public Works Trust Fund
Loan Repayment Date Amendment to Loan Agreement/Contract PW-04-691-PRE-116

Dear Sir or Madam,

Enclosed are two copies of the amendment for your Public Works Loan Agreement modifying the annual repayment date from July 1 to June 1. This action is being taken at the direction of the legislature and the Office of Financial Management to better align the billing and budget projections with the state's biennial budget cycle. **Your new repayment date will now be June 1.**

- For 2015, your billing cycle is July 1, 2014 through May 31, 2015 and includes 11 months of principle and interest.
- For 2016 and thereafter, your billing cycle is from June 1 through May 31 and includes 12 months of principle and interest.

All other instructions regarding your loan repayments are the same and billings will be mailed out thirty days earlier as well to meet this new repayment date.

Please sign and return both copies of the amendment to our office no later than November 14, 2014.

Department of Commerce
Attn: Contracts Administration Unit
P. O. Box 42525
Olympia, WA 98504-2525

If you have any questions, concerns or need additional information, please do not hesitate to call me at (360) 725-3022 or email me at mark.barkley@commerce.wa.gov.

Sincerely,

Mark K. Barkley

Mark K. Barkley
Managing Director
Contracts Administration Unit

AMENDMENT FACE SHEET

Loan Number: PW-04-691-PRE-116
Amendment Number: Y
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Ilwaco, City of 120 First Avenue North Ilwaco, WA 98624		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$ 77,325.00	6. Amendment Amount N/A	7. New Contract Amount N/A	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date October 15 th , 2014	10. Contract End Date June 1, 2024
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1.			
The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 _____ Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

Contractor/Borrower: Ilwaco, City of
Contract Number: PW-04-691-PRE-116
Amendment Number: Y

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AMENDMENT FACE SHEET

Loan Number: PW-04-691-PRE-116
Amendment Number: Y
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Ilwaco, City of 120 First Avenue North Ilwaco, WA 98624		2. Contractor Doing Business As (optional) N/A	
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AMENDMENT TERMS AND CONDITIONS

Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

Contractor/Borrower: Ilwaco, City of
Contract Number: PW-04-691-PRE-116
Amendment Number: Y

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City Clerk

From: Barkley, Mark (COM) <mark.barkley@commerce.wa.gov>
Sent: Tuesday, October 07, 2014 3:33 PM
To: clerk@ilwaco-wa.gov
Subject: RE: Loan Amendment contract PW-06-962-017

Ariel,

We will add it to the end of your loan agreement. We will return to you a new amortization schedule along with your copy of your signed amendment once completed.

Thanks!

Mark K. Barkley
Managing Director, Contracts Administration Unit
Office: 360.725.3022 Mobile: 360.259.9542
Mark.Barkley@commerce.wa.gov

Washington State Department of Commerce
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www.commerce.wa.gov
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From: City Clerk [mailto:clerk@ilwaco-wa.gov]
Sent: Tuesday, October 07, 2014 3:12 PM
To: Barkley, Mark (COM)
Subject: Loan Amendment contract PW-06-962-017

Mr. Barkley,

I just had a quick question about the loan amendment for the Public Works Loan Agreement that you sent out. You note that in 2015 the cycle was July 1st – May 31st which is 11 months of principle and interest and then in 2016 it would now be June 1st to May 31st and 12 months of principle and interest. What happened to that 12th month in 2015? Will you just add it on to the last payment of 2016? I just have to present this to council and I know that will be a question. Any information that you can provide me will be helpful.

Thank you,

Ariel Smith
Deputy City Clerk
City of Ilwaco
360-642-3145
clerk@ilwaco-wa.gov
www.ilwaco-wa.gov



HEATHER REYNOLDS

ATTORNEY AT LAW
P.O. Box 145 • 800 Exchange Street, Suite 330
Astoria, Oregon 97103
(503) 325-8449
FAX (503) 338-2969
heather@reynoldsattorney.com

September 10, 2014

104 Spruce Street, LLC
c/o Hillis Clark Martin Peterson, PS, Registered Agent
1221 Second Avenue, Suite 500
Seattle, Washington 98101

CERTIFIED MAIL
Return Receipt Requested
** And First Class Mail **

One Pacific Bank, now known as
Beneficial State Bank
P.O. Box 400
Ilwaco, Washington 98624

CERTIFIED MAIL
Return Receipt Requested
** And First Class Mail **

Ms. Kat Taylor, CEO
Beneficial State Bank
1438 Webster, Suite #100
Oakland, California 94612

CERTIFIED MAIL
Return Receipt Requested
** And First Class Mail **

RE: 104 Spruce Street
Ilwaco, Washington

Dear Registered Agent and Managers of 104 Spruce Street, LLC:

This office represents the City of Ilwaco. The City Council has asked that I write to you regarding the condition of the property you apparently own, and are responsible for managing, at 104 Spruce Street, in the center of Ilwaco.

The City has received numerous complaints from neighbors and City residents regarding the property in addition to hearing concerns from the Police Chief and Fire Chief. The Council is concerned about asbestos coming loose from the building, bowing windows that are in danger of breaking, a deteriorating roof with potential for pieces of it to blow off in wind, and the inability of firefighters or police to be able to access the structure in the event of an emergency. All of these conditions are potential hazards that render the building a dangerous nuisance. Pursuant to Ilwaco City Code Section 8.04.010 it is a nuisance: "To cause any building or structure to be erected, maintained and kept upon any premises, which building or structure is unsafe, unsanitary or a fire hazard to the public."

Pursuant to Ilwaco City Code Section 8.04.020, an abatement action brought by the City could result in a judgment against the entity responsible for the nuisance.

The City Council has asked that I contact you preliminarily before commencing legal action. Your building is in the center of Ilwaco and its condition significantly impacts the City. The City Council notes your Bank came to Ilwaco with a stated purpose of encouraging community development and enhancing economic opportunity, but in fact this property which you own and/or manage, is having the opposite effect. The City Council request that your company take proper stewardship of the property and render it, at a minimum, safe for neighbors and citizens walking by. It would also be useful for the City to be able to meet with your company staff and be apprised of the owner's intentions regarding the property.

RE: 104 Spruce Street, LLC
September 10, 2014
Page 2

If the City does not receive a response from you to this letter by October 1, 2014, the Council will consider pursuit of the legal remedies available to it.

Sincerely,



HEATHER REYNOLDS
Attorney at Law

HR:bn

Cc: City of Ilwaco Mayor, Mike Casinelli
City of Ilwaco Council

September 30, 2014

Via E-mail (heather@reynoldsattorney.com) and US Mail

Heather Reynolds, Esq.
P.O. Box 145
800 Exchange Street
Suite 330
Astoria, OR 97103

Re: 104 Spruce Street property

Dear Ms. Reynolds:

This law firm represents 104 Spruce Street, LLC. This letter responds to your correspondence dated September 10, 2014 regarding the building located at 104 Spruce Street in Ilwaco, Washington (the "Property").

As you may know, our client has worked diligently to address appropriate ownership and maintenance of the Property ever since it obtained the Property through foreclosure following the prior owner's failure to maintain and pay expenses associated with the Property. At the time of foreclosure, our client believed that the Port of Ilwaco would accept the Property as a donation in order to ensure that the building was put to beneficial long-term use for the City's residents. After the foreclosure sale was completed, the Port of Ilwaco unfortunately declined to accept the Property as a donation. Our client has since contacted numerous governmental, charitable, and civic entities in an effort to donate the Property so that it can be used for the benefit of the residents of the City of Ilwaco. Our client has also worked with a number of private companies in an effort to solicit grants and other financing to help them renovate and operate the building on the Property. To date, no entities have agreed to accept ownership of the Property. This letter confirms that if the City of Ilwaco wishes to own the Property, our client is willing to work with the City to transfer ownership of this site for no payment.

As 104 Spruce Street, LLC continues to seek an appropriate owner of the Property, it also remains committed to maintaining the safety of the site. Although our client disagrees that the Property is a nuisance, and while it would prefer to donate the Property to a civic or charitable organization than demolish it, it is actively seeking bids from local contractors to further secure the Property and to establish a plan for the building's demolition. This planned work should remedy any concerns that the City may have about the safety or condition of the Property.

Heather Reynolds
September 30, 2014
Page 2 of 2

We assume that this letter addresses the City's concerns raised in your correspondence. If you have any remaining questions about the Property, however, please feel free to contact us. Also, if you are aware of any civic or charitable organizations that are interested in obtaining the Property for no payment, please let us know.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael N. Kot", with a long horizontal flourish extending to the right.

Michael N. Kot

MNK:axs
E-Mail: mike.kot@hcmp.com
Direct Dial: (206) 470-7621
Fax: (206) 623-7789

cc: 104 Spruce Street, LLC

ND: 20123.007 4846-7027-3310v5