



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, September 14, 2015**

**5:00 p.m. SPECIAL COUNCIL MEETING – WORKSHOP
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. August 24, 2015 Regular Meeting
- 2. Claims & Vouchers (TAB 2)
 - a. Checks: 38164 to 38170 + electronic payments \$33,091.57
 - b. Checks: 38171 to 38230 \$169,886.97
 - GRAND TOTAL: \$202,978.54

- F. Reports**
 - 1. Staff Reports (TAB 3)
 - a. Police Chief 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. Business**

1. Ordinance Defining the Duties of the City Clerk and City Treasurer (TAB 4) - *Marshall*

I. Discussion

1. Sewer Conservation Loan Program (TAB 9) - *Karnofski*
2. Contract with Office 365 for Email Services (TAB 10) - *Karnofski*
3. Ordinance Establishing Procedures for Billing Errors (TAB 11) – *Marshall*
4. Weyerhaeuser Right of Way Timber Purchase (TAB 12) – *Cassinelli*
5. Interlocal Agreement with the Port of Ilwaco for Fire Protection Services (TAB 13) – *Karnofski/Jensen*

J. Correspondence and Written Reports

K. Future Discussion/Agendas

1. Ordinance Establishing Conditional Use Permit Extensions - *Cassinelli*
2. Ordinance Amending Home Occupation Criteria - *Cassinelli*
3. Comprehensive Plan Update - *Cassinelli*
4. Neighborhood Preservation Ordinance - *Cassinelli*
5. Ordinance Amending Title 8 – Health and Safety - *Cassinelli*
6. Ordinance Amending Critical Areas - *Cassinelli*
7. Fence Height – *Jensen*
8. Abeco Contract Cancellation/Letter of Agreement to Solutions Yes - *Cassinelli*

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	09/14/15 09/28/15	6:00 p.m.	Community Building
City Council	Special Meeting – Hearing’s Examiner Workshop	Monday	09/14/15	5:00 p.m.	Community Building
City Council	Special Meeting – Budget Workshop	Monday	09/21/15	4:00 p.m.	Community Building
Planning Commission	Regular Meeting	Tuesday	10/06/15	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Tuesday	10/13/15	6:00 p.m.	Ilwaco Fire Hall
Port/City Meeting	Regular Meeting	Tuesday	09/22/15	5:00 p.m.	Port Meeting Rm



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday August 24, 2015**

A. Call to Order

1. Mayor Cassinelli called the meeting to order at 6:00pm.

B. Flag Salute

1. The Pledge of Allegiance was recited.

C. Roll Call

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

D. Approval of Agenda

1. **ACTION: Motion to approve agenda with the addition of two discussion items, Duties of Mayor and Budget Shortfalls for Staff. (Karnofski/Jensen) 5 Ayes 0 Nays 0 Abstain.**

E. Approval of Consent Agenda

1. Including Checks 38122 to 38124 + Electronic totaling \$18,614.31 and Checks: 38125 to 38163 totaling \$56,109.70 for a grand total of \$74,724.01.
ACTION: Motion to approve the consent agenda. (Marshall/Forner). 5 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

i. Police Chief Report

Kite Festival was great!

ii. Fire Chief Report

The Ilwaco fire warning siren is not working properly and the cause is still being determined.

iii. Treasurer's Report

Included in agenda packet, no questions from council.

2. Commission Reports

i. Parks and Recreation Commission

Jarrod Karnofski gave an update on the fundraising efforts by the commission for the RCO grant match for City Park. The commission held a workshop on Sunday which had good attendance and raised \$5000 in commitments just during the

meeting. Work is being done on a donation letter highlighting sponsor levels and recognitions. Business inside and out of Ilwaco have stepped forward with donations. Focus is being given towards large donors like the Templin and Cheney Foundations. The commission appreciates all the support from the Mayor and Council.

3. Council Reports

- i. Councilmember Karnofski attended the Parks and Rec workshop. Capital is needed by the deadline of October 9, 2015 however a letter of commitment will suffice for that deadline with actual funding of the commitments in April of 2016. The commission is also looking at having commemorative park benches, picnic tables, and trees for donors. Also attended the Congressional Port Tour at the Port of Ilwaco. Information on a Sewer Conservation Program was included in the packet correspondence for the council to review. A discussion will be added to the next meeting agenda.
- ii. Councilmember Chambreau attended the Special Meeting for the TIB applications.
- iii. Councilmember Forner attended the Special Meeting for the TIB applications. The Ilwaco Hook and Ladder Company hosted a "Fill the Boot" during Saturday Market at the Port of Ilwaco which raised about \$600 for the city park grant match. Attended a meeting with staff from Congresswoman Herrera-Beutler's office and the Congressional Port Tour, both of which he spoke about the federal preparedness for a Cascadia subduction event.

4. Mayor's Report

- i. Mayor Cassinelli attended the Special Meeting for the TIB applications.

G. Comments of Citizens and Guests Present

1. Rocky from the Col-Pacific Motel thanked the city for taking care of the potholes on Main Street and cleaning up the road in general. He asked to be added to the public meeting notices but did not leave contact information for the clerk.
2. Gail Moore presented a letter to council regarding the bill which was received for uncollected sewer charges and asked to be granted a stay from payment until council has had an opportunity to discuss and take action upon the proposed ordinance for billing errors.

H. Oath of Office

1. Mayor Cassinelli swore in K Harrison to seat number 5 of the Planning Commission.

I. Business

1. Burglar & Fire Alarm Systems Ordinance

The clerk reviewed the last edit to the ordinance.

ACTION: Motion to adopt the ordinance establishing a false alarm fee structure and establishing an effective date as part of the Ilwaco Municipal Code for Burglar and Fire Alarm Systems. (Marshall/Forner) 5 Ayes 0 Nays 0 Abstain

2. **Department of Health Contract Amendment – Watershed Grant**
ACTION: Motion to authorize Mayor to approve contract amendment N20735-3 for the Department of Health Watershed Grant. (Chambreau/Jensen) 5 Ayes 0 Nays 0 Abstain

J. Discussion

1. **Ordinance Defining the Duties of the City Clerk and City Treasurer**
The clerk reviewed the last edit to the ordinance.
ACTION: Move to business at the next meeting.
2. **Contract with Office 365 for Email Services**
Council requested the recommendation from iFocus be included in the briefing items and a new briefing written for the next council meeting.
ACTION: None taken at this meeting.
3. **Ordinance Establishing Procedures for Billing Errors**
Council discussed the length of time that should be legislated for this policy and provisions for amortization of the bill. Discussion over the definitions of “fraud” and “under-billing”. The clerk is waiting on review from MRSC legal counsel and will include that in next meetings briefing material.
ACTION: None taken at this meeting.
4. **Abeco Contract Cancellation/Letter of Agreement to Solutions Yes**
Councilmember Marshall asked if there is a requirement to solicit other companies, the small woks roster, or sole source the contract. Clerk will determine if the machine is being leased through Abeco.
ACTION: None taken at this meeting.
5. **Weyerhaeuser Right of Way Timber Purchase**
Mayor to contact Weyerhaeuser rep regarding the method of determining the timber valuation.
ACTION: None taken at this meeting.
6. **Duties of Mayor**
Councilmember Karnofski would like to have a workshop with MRSC. Discussion over the IMC requiring updates to the duties of both mayor and council within a code city, as opposed to the current code establishing mayoral duties under provisions for a town. Council would like to have authority over contract terminations. It was pointed out that this would probably apply to employment type contracts, rather than construction projects and the authority could have a monetary threshold.
ACTION: None taken at this meeting.
7. **Budget Shortfalls for Staff**
Councilmember Karnofski stated that there had been an unemployment claim filed by staff and requested to know if there was either a lack of funds, or a lack of work which led to the claim. The council will hold an executive meeting with legal counsel to discuss the performance of an employee.
ACTION: None taken at this meeting.

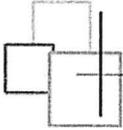
K. Future Discussion/Agendas

1. Sewer Conservation Loan Program - *Karnofski*
2. Amendment to Duties of Council – *Karnofski*
3. Ordinance Establishing Conditional Use Permit Extensions – *Cassinelli*
4. Ordinance Amending Home Occupation Criteria – *Cassinelli*
5. Comp Plan Update – *City Clerk*
6. Neighborhood Preservation Ordinance - *Cassinelli*
7. Ordinance Amending Title 8 – Health and Safety – *Cassinelli*
8. Amendment of the Critical Areas Ordinance No. 614 – *Cassinelli*
9. Fence Height - *Jensen*

L. Motion to adjourn the meeting (Chambreau) Mayor Cassinelli adjourned the meeting at 7:31 p.m.

Mike Cassinelli, Mayor

Holly Beller, City Clerk



Register

Number	Name	Fiscal Description	Amount
38164	Fero, Jimmie W	2015 - September - First meeting	\$954.84
38165	Jensen, David	2015 - September - First meeting	\$181.91
38166	Williams, Thomas R	2015 - September - First meeting	\$965.20
38167	AWC - Life Insurance	2015 - September - First meeting	\$13.40
38168	AWC Employee Benefit Trust	2015 - September - First meeting	\$5,273.35
38169	Dept of Retirement - Def Comp	2015 - September - First meeting	\$155.00
38170	Dept of Retirement Systems	2015 - September - First meeting	\$6,385.86
Beller, Holly Celeste	ACH Pay - 1621	2015 - September - First meeting	\$1,234.95
Benson, Austin	ACH Pav - 1622	2015 - September - First meeting	\$1,045.77
Cassinelli, Michael	ACH Pav - 1623	2015 - September - First meeting	\$423.96
Chambreau, Jon H.	ACH Pav - 1624	2015 - September - First meeting	\$181.91
Forner, Gary	ACH Pav - 1626	2015 - September - First meeting	\$399.55
Gray, Richard Roy	ACH Pav - 1627	2015 - September - First meeting	\$1,343.77
Gustafson, David M.	ACH Pav - 1628	2015 - September - First meeting	\$1,510.59
Hazen, Warren M.	ACH Pav - 1629	2015 - September - First meeting	\$1,864.93
Marshall, Fred	ACH Pav - 1631	2015 - September - First meeting	\$181.91
Mc Kee, David A	ACH Pav - 1632	2015 - September - First meeting	\$1,763.83
Mulinix, Vinessa	ACH Pav - 1633	2015 - September - First meeting	\$181.11
Richardson, Troy	ACH Pav - 1634	2015 - September - First meeting	\$1,493.92
Smith, Ariel	ACH Pav - 1635	2015 - September - First meeting	\$1,201.21
Staples, Terri P	ACH Pav - 1636	2015 - September - First meeting	\$383.53
Direct Deposit Run -	Payroll Vendor	2015 - September - First meeting	\$13,210.94
EFT 9-4-15	U.S. Treasury Department	2015 - September - First meeting	\$5,076.07
EFT 9-4-15	Discovery Benefits	2015 - September - First meeting	\$875.00
			\$33,091.57

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.

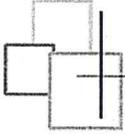
Treasurer

38164 through 38170 and electronic payments totalling \$33,091.57 are approved this 14th day of September, 2015.

Council member

Council member

Council member



Register

Fiscal: 2015
Deposit Period: 2015 - September
Check Period: 2015 - September - First meeting

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>38171</u>	A & E Security Solutions, Inc.	9/14/2015	\$89.85
<u>38172</u>	A Sparkling Castle	9/14/2015	\$455.00
<u>38173</u>	A WorkSAFE Service, Inc	9/14/2015	\$75.00
<u>38174</u>	A-1 Redi Mix	9/14/2015	\$1,336.89
<u>38175</u>	ABECO Office Systems	9/14/2015	\$73.25
<u>38176</u>	Active Enterprises/petro.	9/14/2015	\$1,034.89
<u>38177</u>	Austin Benson	9/14/2015	\$358.95
<u>38178</u>	Backflow Management Inc.	9/14/2015	\$900.00
<u>38179</u>	Baileys Saw Shop Inc.	9/14/2015	\$115.18
<u>38180</u>	Beach Batteries, Inc	9/14/2015	\$112.64
<u>38181</u>	Bear Power	9/14/2015	\$4,594.37
<u>38182</u>	Calvert Technical Services, Inc.	9/14/2015	\$916.60
<u>38183</u>	Cartomation, Inc.	9/14/2015	\$50.00
<u>38184</u>	Cascade Columbia Distribution Co.	9/14/2015	\$10,278.99
<u>38185</u>	Chemtrac, Inc	9/14/2015	\$925.00
<u>38186</u>	Chinook Observer	9/14/2015	\$119.14
<u>38187</u>	City of Ilwaco	9/14/2015	\$2,556.46
<u>38188</u>	City of Long Beach	9/14/2015	\$15,318.73
<u>38189</u>	Clatsop Power Equip Inc	9/14/2015	\$205.00
<u>38190</u>	CREST	9/14/2015	\$1,820.00
<u>38191</u>	Dennis CO	9/14/2015	\$236.83
<u>38192</u>	Department of Commerce - PWTF	9/14/2015	\$108,465.23
<u>38193</u>	Eagle Microsystems	9/14/2015	\$205.63
<u>38194</u>	Englund Marine Supply Inc	9/14/2015	\$275.27
<u>38195</u>	Evergreen Rural Water of Washington	9/14/2015	\$195.00
<u>38196</u>	Fastenal Company	9/14/2015	\$594.88
<u>38197</u>	Ford Electric Co. Inc.	9/14/2015	\$107.90
<u>38198</u>	Goulter Diamond Bar Ranch	9/14/2015	\$1,300.00
<u>38199</u>	Grainger	9/14/2015	\$89.00
<u>38200</u>	Hach Company	9/14/2015	\$110.81
<u>38201</u>	HD Fowler Company	9/14/2015	\$628.37
<u>38202</u>	Heather Reynolds, Attorney	9/14/2015	\$2,790.00
<u>38203</u>	Home Depot Credit Services	9/14/2015	\$346.91
<u>38204</u>	IFOCUS Consulting Inc.	9/14/2015	\$360.00
<u>38205</u>	J & H Boatworks, Inc.	9/14/2015	\$1,339.50
<u>38206</u>	Jnb Mechanical, Inc.	9/14/2015	\$686.69
<u>38207</u>	John Deere Financial	9/14/2015	\$1,082.23
<u>38208</u>	Kris Kaino	9/14/2015	\$412.00
<u>38209</u>	Kubwater Resources Inc.	9/14/2015	\$1,374.94
<u>38210</u>	Lakeside Industries, Inc.	9/14/2015	\$1,472.09
<u>38211</u>	Lawson Products	9/14/2015	\$232.47
<u>38212</u>	LEAF	9/14/2015	\$130.00
<u>38213</u>	Mallory Fire	9/14/2015	\$35.85
<u>38214</u>	Mettler-Toledo, Inc.	9/14/2015	\$244.66
<u>38215</u>	Nancy McAllister	9/14/2015	\$412.00
<u>38216</u>	Northstar Chemical, Inc.	9/14/2015	\$951.65
<u>38217</u>	Oman & Son	9/14/2015	\$175.43
<u>38218</u>	One Call Concepts, Inc.	9/14/2015	\$19.12
<u>38219</u>	Peninsula Sanitation Service, Inc.	9/14/2015	\$375.57
<u>38220</u>	Sid's IGA	9/14/2015	\$14.28
<u>38221</u>	Sunset Auto Parts Inc.	9/14/2015	\$343.20
<u>38222</u>	Terri Staples	9/14/2015	\$17.27
<u>38223</u>	Troy Richardson	9/14/2015	\$87.33

<u>38224</u>	Verizon Wireless	9/14/2015	\$92.61
<u>38225</u>	Visa	9/14/2015	\$549.02
<u>38226</u>	Vision Municipal Solutions, Llc	9/14/2015	\$470.42
<u>38227</u>	Wadsworth Electric	9/14/2015	\$606.30
<u>38228</u>	Walter E. Nelson Co. of Astoria	9/14/2015	\$261.82
<u>38229</u>	Wilcox & Flegel Oil Co.	9/14/2015	\$1,046.75
<u>38230</u>	William R. Penoyar, Attorney at Law	9/14/2015	\$412.00
		Total Check	\$169,886.97
		Total 8023281	\$169,886.97
		Grand Total	\$169,886.97

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.

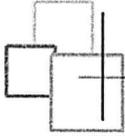
Treasurer

38171 through 38230 totalling \$169,886.97 are approved this 14th day of September, 2015.

Council member

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A & E Security Solutions, Inc.	38171			2015 - September - First meeting	
		Invoice - 9/4/2015 4:11:49 PM			
		133903			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$17.97
		001-000-000-522-10-31-00		Office & Operating Supplies	\$17.97
		101-000-000-543-30-30-00		Office And Operating	\$17.97
		401-000-000-534-00-31-00		Operation & Maintenance	\$17.97
		409-000-000-535-00-31-01		Operations And Maintenance	\$17.97
		Total Invoice - 9/4/2015 4:11:49 PM			\$89.85
	Total 38171				\$89.85
Total A & E Security Solutions, Inc.					\$89.85
A Sparkling Castle	38172			2015 - September - First meeting	
		Invoice - 9/3/2015 11:14:49 AM			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$80.00
		001-000-000-522-10-31-01		Training/Attendance	\$40.00
		001-000-000-572-50-41-00		Custodian Library	\$335.00
		Total Invoice - 9/3/2015 11:14:49 AM			\$455.00
	Total 38172				\$455.00
Total A Sparkling Castle					\$455.00
A WorkSAFE Service, Inc	38173			2015 - September - First meeting	
		Invoice - 8/28/2015 9:33:52 AM			
		212821			
		409-000-000-535-00-31-01		Operations And Maintenance	\$75.00
		Total Invoice - 8/28/2015 9:33:52 AM			\$75.00
	Total 38173				\$75.00
Total A WorkSAFE Service, Inc					\$75.00
A-1 Redi Mix	38174			2015 - September - First meeting	
		Invoice - 8/28/2015 9:32:03 AM			
		001-000-000-594-14-62-00		Governmental Facility	\$1,336.89
		Total Invoice - 8/28/2015 9:32:03 AM			\$1,336.89
	Total 38174				\$1,336.89
Total A-1 Redi Mix					\$1,336.89
ABECO Office Systems	38175			2015 - September - First meeting	
		Invoice - 9/3/2015 11:42:44 AM			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$18.31
		101-000-000-543-30-30-00		Office And Operating	\$18.31
		401-000-000-534-00-31-00		Operation & Maintenance	\$18.31
		409-000-000-535-00-31-01		Operations And Maintenance	\$18.32
		Total Invoice - 9/3/2015 11:42:44 AM			\$73.25
	Total 38175				\$73.25
Total ABECO Office Systems					\$73.25
Active Enterprises/petro.	38176			2015 - September - First meeting	
		Invoice - 9/3/2015 1:29:52 PM			
		1287			
		001-000-000-575-50-40-01		Community Bldg Other-Mntc	\$1,034.89
		Total Invoice - 9/3/2015 1:29:52 PM			\$1,034.89
	Total 38176				\$1,034.89
Total Active Enterprises/petro.					\$1,034.89
Austin Benson	38177			2015 - September - First meeting	
		Invoice - 8/28/2015 9:33:23 AM			
		Reimbursement			
		101-000-000-543-30-40-00		Safety Training	\$24.00
		Total Invoice - 8/28/2015 9:33:23 AM			\$24.00
		Invoice - 9/9/2015 10:46:27 AM			
		Water Tradeshow			
		401-000-000-534-00-43-00		Travel/Meals/Lodging	\$334.95
		Total Invoice - 9/9/2015 10:46:27 AM			\$334.95
	Total 38177				\$358.95
Total Austin Benson					\$358.95
Backflow Management Inc.	38178			2015 - September - First meeting	
		Invoice - 9/3/2015 11:23:51 AM			
		7750			

	401-000-000-534-00-41-00	Professional Services	\$900.00
Total 38178	Total Invoice - 9/3/2015 11:23:51 AM		\$900.00
Total Backflow Management Inc.			\$900.00
Baileys Saw Shop Inc.			\$900.00
38179			
	2015 - September - First meeting		
	Invoice - 9/3/2015 1:47:59 PM		
	001-000-000-594-14-62-00	Governmental Facility	\$61.35
	Total Invoice - 9/3/2015 1:47:59 PM		\$61.35
	Invoice - 9/3/2015 1:48:21 PM		
	001-000-000-522-10-31-00	Office & Operating Supplies	\$53.83
	Total Invoice - 9/3/2015 1:48:21 PM		\$53.83
Total 38179			\$115.18
Total Baileys Saw Shop Inc.			\$115.18
Beach Batteries, Inc			
38180			
	2015 - September - First meeting		
	Invoice - 9/3/2015 11:40:00 AM		
	35176		
	409-000-000-535-00-31-01	Operations And Maintenance	\$29.56
	Total Invoice - 9/3/2015 11:40:00 AM		\$29.56
	Invoice - 9/3/2015 11:40:22 AM		
	35303		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$83.08
	Total Invoice - 9/3/2015 11:40:22 AM		\$83.08
Total 38180			\$112.64
Total Beach Batteries, Inc			\$112.64
Bear Power			
38181			
	2015 - September - First meeting		
	Invoice - 9/9/2015 11:26:14 AM		
	062161		
	101-000-000-595-61-60-01	Sidewalks	\$4,594.37
	Total Invoice - 9/9/2015 11:26:14 AM		\$4,594.37
Total 38181			\$4,594.37
Total Bear Power			\$4,594.37
Calvert Technical Services, Inc.			
38182			
	2015 - September - First meeting		
	Invoice - 9/3/2015 11:25:15 AM		
	4348		
	401-000-000-534-00-41-04	Professional Services - Computer	\$688.30
	Total Invoice - 9/3/2015 11:25:15 AM		\$688.30
	Invoice - 9/9/2015 10:35:11 AM		
	4295		
	401-000-000-534-00-41-04	Professional Services - Computer	\$228.30
	Total Invoice - 9/9/2015 10:35:11 AM		\$228.30
Total 38182			\$916.60
Total Calvert Technical Services, Inc.			\$916.60
Cartomation, Inc.			
38183			
	2015 - September - First meeting		
	Invoice - 9/3/2015 11:14:36 AM		
	001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00
		GIS map storage	
	Total Invoice - 9/3/2015 11:14:36 AM		\$50.00
Total 38183			\$50.00
Total Cartomation, Inc.			\$50.00
Cascade Columbia Distribution Co.			
38184			
	2015 - September - First meeting		
	Invoice - 9/3/2015 1:33:39 PM		
	649562		
	409-000-000-535-00-31-02	Chemicals	\$766.06
	Total Invoice - 9/3/2015 1:33:39 PM		\$766.06
	Invoice - 9/3/2015 1:38:10 PM		
	646991		
	401-000-000-534-00-31-01	Chemicals	\$970.09
	Total Invoice - 9/3/2015 1:38:10 PM		\$970.09
	Invoice - 9/3/2015 1:38:11 PM		
	646172		
	401-000-000-534-00-31-01	Chemicals	\$2,838.00
	Total Invoice - 9/3/2015 1:38:11 PM		\$2,838.00
	Invoice - 9/3/2015 1:38:15 PM		
	649154		
	401-000-000-534-00-31-01	Chemicals	(\$320.00)
	Total Invoice - 9/3/2015 1:38:15 PM		(\$320.00)
	Invoice - 9/4/2015 4:10:40 PM		
	648857		
	401-000-000-534-00-31-01	Chemicals	\$5,258.78
	Total Invoice - 9/4/2015 4:10:40 PM		\$5,258.78
	Invoice - 9/4/2015 4:11:01 PM		
	649627		
	401-000-000-534-00-31-01	Chemicals	\$766.06
	Total Invoice - 9/4/2015 4:11:01 PM		\$766.06
Total 38184			\$10,278.99
Total Cascade Columbia Distribution Co.			\$10,278.99

Chemtrac, Inc	38185	2015 - September - First meeting		
		Invoice - 9/3/2015 11:30:17 AM		
		24571		
		401-000-000-534-00-31-01	Chemicals	\$925.00
		Total Invoice - 9/3/2015 11:30:17 AM		\$925.00
	Total 38185			\$925.00
Total Chemtrac, Inc				\$925.00
Chinook Observer	38186	2015 - September - First meeting		
		Invoice - 9/3/2015 11:38:58 AM		
		August		
		001-000-000-511-30-44-00	Official Publications	\$119.14
		Total Invoice - 9/3/2015 11:38:58 AM		\$119.14
	Total 38186			\$119.14
Total Chinook Observer				\$119.14
City of Ilwaco	38187	2015 - September - First meeting		
		Invoice - 8/28/2015 10:19:09 AM		
		August		
		001-000-000-511-60-47-02	City Sewer - Museum	\$40.81
		001-000-000-514-20-47-02	Water - City Hall	\$56.00
		001-000-000-514-20-47-03	Sewer - City Hall	\$84.66
		001-000-000-514-20-47-04	Storm Drainage	\$25.11
		001-000-000-522-50-47-01	Water	\$159.43
		001-000-000-522-50-47-02	Sewer	\$227.61
		001-000-000-522-50-47-03	Storm Drainage	\$70.47
		001-000-000-572-50-47-01	City Water	\$160.67
		001-000-000-572-50-47-02	City Sewer	\$230.36
		001-000-000-572-50-47-03	Storm Drainage	\$10.99
		001-000-000-576-80-47-01	Water-Parks, Sprinklers, Blk Lake	\$191.47
		001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$57.48
		001-000-000-576-80-47-03	Storm Drainage	\$21.98
		409-000-000-535-00-47-02	Water	\$504.04
		409-000-000-535-00-47-03	Sewer	\$682.40
		409-000-000-535-00-47-05	Storm Drainage	\$32.98
		Total Invoice - 8/28/2015 10:19:09 AM		\$2,556.46
	Total 38187			\$2,556.46
Total City of Ilwaco				\$2,556.46
City of Long Beach	38188	2015 - September - First meeting		
		Invoice - 9/3/2015 11:13:30 AM		
		001-000-000-521-10-50-00	Law Enforcement Contract	\$15,261.69
		Total Invoice - 9/3/2015 11:13:30 AM		\$15,261.69
		Invoice - 9/3/2015 11:57:56 AM		
		1766.0		
		401-000-000-534-00-31-00	Operation & Maintenance	\$57.04
		Total Invoice - 9/3/2015 11:57:56 AM		\$57.04
	Total 38188			\$15,318.73
Total City of Long Beach				\$15,318.73
Clatsop Power Equip Inc	38189	2015 - September - First meeting		
		Invoice - 9/3/2015 11:41:55 AM		
		141011		
		409-000-000-535-00-31-01	Operations And Maintenance	\$205.00
		Total Invoice - 9/3/2015 11:41:55 AM		\$205.00
	Total 38189			\$205.00
Total Clatsop Power Equip Inc				\$205.00
CREST	38190	2015 - September - First meeting		
		Invoice - 8/28/2015 10:04:10 AM		
		3016		
		001-000-000-519-70-49-02	Misc General Government	\$500.00
			Membership Dues	
		Total Invoice - 8/28/2015 10:04:10 AM		\$500.00
		Invoice - 8/28/2015 9:57:58 AM		
		3006		
		001-000-000-558-60-41-00	Planner Services	\$1,320.00
		Total Invoice - 8/28/2015 9:57:58 AM		\$1,320.00
	Total 38190			\$1,820.00
Total CREST				\$1,820.00
Dennis CO	38191	2015 - September - First meeting		
		Invoice - 9/3/2015 1:46:31 PM		
		August		
		001-000-000-522-10-31-00	Office & Operating Supplies	\$32.28
		401-000-000-534-00-31-00	Operation & Maintenance	\$204.55
		Total Invoice - 9/3/2015 1:46:31 PM		\$236.83
	Total 38191			\$236.83
Total Dennis CO				\$236.83
Department of Commerce - PWTF	38192	2015 - September - First meeting		

Invoice - 9/4/2015 4:24:22 PM			
	DWSRF-0287415		
	401-000-000-591-34-72-03	Principal DWSRF 11-952-015	\$27,505.18
	401-000-000-592-34-83-03	Interest DWSRF 11-952-015	\$14,921.48
Total Invoice - 9/4/2015 4:24:22 PM			\$42,426.66
Invoice - 9/4/2015 4:27:18 PM			
	DWSRF-281022		
	401-000-000-591-34-72-03	Principal DWSRF 11-952-015	\$8,089.83
	401-000-000-592-34-83-03	Interest DWSRF 11-952-015	\$3,901.57
Total Invoice - 9/4/2015 4:27:18 PM			\$11,991.40
Invoice - 9/4/2015 4:27:55 PM			
	DWSRF-281045		
	401-000-000-591-34-72-03	Principal DWSRF 11-952-015	\$3,234.05
	401-000-000-592-34-83-03	Interest DWSRF 11-952-015	\$892.06
Total Invoice - 9/4/2015 4:27:55 PM			\$4,126.11
Invoice - 9/4/2015 4:28:40 PM			
	DWSRF-241234		
	401-000-000-591-34-72-02	Principal DWSRF 11-952-016	\$16,244.55
	401-000-000-592-34-83-02	Interest DWSRF 11-952-016	\$4,629.70
Total Invoice - 9/4/2015 4:28:40 PM			\$20,874.25
Invoice - 9/4/2015 4:29:40 PM			
	DWSRF-241460		
	401-000-000-591-34-72-02	Principal DWSRF 11-952-016	\$4,230.45
	401-000-000-592-34-83-02	Interest DWSRF 11-952-016	\$1,205.67
Total Invoice - 9/4/2015 4:29:40 PM			\$5,436.12
Invoice - 9/4/2015 4:30:26 PM			
	DWSRF-278567		
	401-000-000-591-34-72-04	Principal DWSRF 11-952-017	\$3,154.88
	401-000-000-592-34-83-04	Interest DWSRF 11-952-017	\$1,192.71
Total Invoice - 9/4/2015 4:30:26 PM			\$4,347.59
Invoice - 9/4/2015 4:31:40 PM			
	DWSRF-278614		
	401-000-000-591-34-72-04	Principal DWSRF 11-952-017	\$190.51
	401-000-000-592-34-83-04	Interest DWSRF 11-952-017	\$120.81
Total Invoice - 9/4/2015 4:31:40 PM			\$311.32
Invoice - 9/4/2015 4:32:06 PM			
	DWSRF-278661		
	401-000-000-591-34-72-04	Principal DWSRF 11-952-017	\$119.61
	401-000-000-592-34-83-04	Interest DWSRF 11-952-017	\$19.14
Total Invoice - 9/4/2015 4:32:06 PM			\$138.75
Invoice - 9/4/2015 4:32:40 PM			
	DWSRF-95375		
	401-000-000-591-34-72-01	Principal Pwtf - 04-65104-013	\$16,948.68
	401-000-000-592-34-83-01	Interest Pwtf - 04-65104-013	\$1,864.35
Total Invoice - 9/4/2015 4:32:40 PM			\$18,813.03
Total 38192			\$108,465.23
Total Department of Commerce - PWTF			\$108,465.23
Eagle Microsystems			
38193		2015 - September - First meeting	
Invoice - 8/28/2015 9:57:11 AM			
	15008191		
	401-000-000-594-34-62-03	Plant Improvements	\$205.63
Total Invoice - 8/28/2015 9:57:11 AM			\$205.63
Total 38193			\$205.63
Total Eagle Microsystems			\$205.63
Englund Marine Supply Inc			
38194		2015 - September - First meeting	
Invoice - 9/3/2015 1:53:44 PM			
	001-000-000-522-10-31-00	Office & Operating Supplies	\$33.11
	001-000-000-594-14-62-00	Governmental Facility	\$36.06
	401-000-000-534-00-31-00	Operation & Maintenance	\$47.04
	409-000-000-535-00-31-01	Operations And Maintenance	\$159.06
Total Invoice - 9/3/2015 1:53:44 PM			\$275.27
Total 38194			\$275.27
Total Englund Marine Supply Inc			\$275.27
Evergreen Rural Water of Washington			
38195		2015 - September - First meeting	
Invoice - 8/28/2015 9:34:21 AM			
	30312		
	401-000-000-534-00-49-01	Safety Training	\$195.00
Total Invoice - 8/28/2015 9:34:21 AM			\$195.00
Total 38195			\$195.00
Total Evergreen Rural Water of Washington			\$195.00
Fastenal Company			
38196		2015 - September - First meeting	
Invoice - 8/28/2015 9:35:29 AM			
	ORAST38561		
	409-000-000-535-00-31-01	Operations And Maintenance	\$98.52
Total Invoice - 8/28/2015 9:35:29 AM			\$98.52
Invoice - 9/3/2015 11:25:46 AM			
	ORAST38636		
	401-000-000-594-34-62-03	Plant Improvements	\$496.36

	Total Invoice - 9/3/2015 11:25:46 AM		\$496.36
Total 38196			\$594.88
Total Fastenal Company			\$594.88
Ford Electric Co. Inc.			
38197			
	2015 - September - First meeting		
	Invoice - 8/28/2015 9:44:10 AM		
	43194		
	401-000-000-594-34-62-03	Plant Improvements	\$107.90
	Total Invoice - 8/28/2015 9:44:10 AM		\$107.90
Total 38197			\$107.90
Total Ford Electric Co. Inc.			\$107.90
Goulter Diamond Bar Ranch			
38198			
	2015 - September - First meeting		
	Invoice - 9/3/2015 11:14:25 AM		
	409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$1,300.00
		sludge site	
	Total Invoice - 9/3/2015 11:14:25 AM		\$1,300.00
Total 38198			\$1,300.00
Total Goulter Diamond Bar Ranch			\$1,300.00
Grainger			
38199			
	2015 - September - First meeting		
	Invoice - 9/4/2015 4:09:43 PM		
	9789706802		
	401-000-000-594-34-62-03	Plant Improvements	\$89.00
	Total Invoice - 9/4/2015 4:09:43 PM		\$89.00
Total 38199			\$89.00
Total Grainger			\$89.00
Hach Company			
38200			
	2015 - September - First meeting		
	Invoice - 8/28/2015 9:41:19 AM		
	9541513		
	401-000-000-534-00-31-00	Operation & Maintenance	\$24.00
	Total Invoice - 8/28/2015 9:41:19 AM		\$24.00
	Invoice - 8/28/2015 9:41:51 AM		
	9542725		
	401-000-000-534-00-31-00	Operation & Maintenance	\$86.81
	Total Invoice - 8/28/2015 9:41:51 AM		\$86.81
Total 38200			\$110.81
Total Hach Company			\$110.81
HD Fowler Company			
38201			
	2015 - September - First meeting		
	Invoice - 9/9/2015 12:39:09 PM		
	O4977387		
	401-000-000-534-00-31-00	Operation & Maintenance	\$628.37
	Total Invoice - 9/9/2015 12:39:09 PM		\$628.37
Total 38201			\$628.37
Total HD Fowler Company			\$628.37
Heather Reynolds, Attorney			
38202			
	2015 - September - First meeting		
	Invoice - 9/4/2015 4:11:30 PM		
	August		
	001-000-000-515-30-41-00	Legal Services	\$2,790.00
	Total Invoice - 9/4/2015 4:11:30 PM		\$2,790.00
Total 38202			\$2,790.00
Total Heather Reynolds, Attorney			\$2,790.00
Home Depot Credit Services			
38203			
	2015 - September - First meeting		
	Invoice - 9/3/2015 11:24:38 AM		
	9861		
	401-000-000-534-00-31-00	Operation & Maintenance	\$346.91
	Total Invoice - 9/3/2015 11:24:38 AM		\$346.91
Total 38203			\$346.91
Total Home Depot Credit Services			\$346.91
IFOCUS Consulting Inc.			
38204			
	2015 - September - First meeting		
	Invoice - 9/9/2015 10:36:43 AM		
	00009252		
	001-000-000-514-20-41-00	Professional Services	\$100.00
	401-000-000-534-00-41-04	Professional Services - Computer	\$130.00
	409-000-000-535-00-41-02	Professional Services - Computer	\$130.00
	Total Invoice - 9/9/2015 10:36:43 AM		\$360.00
Total 38204			\$360.00
Total IFOCUS Consulting Inc.			\$360.00
J & H Boatworks, Inc.			
38205			
	2015 - September - First meeting		
	Invoice - 8/28/2015 9:32:40 AM		
	101714		
	409-000-000-594-64-35-04	Add'l Machinery & Equipment	\$394.95
	Total Invoice - 8/28/2015 9:32:40 AM		\$394.95
	Invoice - 8/28/2015 9:35:53 AM		
	101729		
	409-000-000-594-64-35-04	Add'l Machinery & Equipment	\$419.55

	Total Invoice - 8/28/2015 9:35:53 AM		\$419.55
	Invoice - 9/3/2015 11:44:20 AM		
	101736		
	409-000-000-535-00-31-06	Screen Panels And Brushes	\$525.00
	Total Invoice - 9/3/2015 11:44:20 AM		\$525.00
Total 38205			\$1,339.50
Total J & H Boatworks, Inc.			\$1,339.50
Jnb Mechanical, Inc.			
38206			
		2015 - September - First meeting	
	Invoice - 8/28/2015 10:04:57 AM		
	6497		
	001-000-000-575-50-40-01	Community Bldg Other-Mntc	\$686.69
	Total Invoice - 8/28/2015 10:04:57 AM		\$686.69
Total 38206			\$686.69
Total Jnb Mechanical, Inc.			\$686.69
John Deere Financial			
38207			
		2015 - September - First meeting	
	Invoice - 9/3/2015 11:14:57 AM		
	001-000-000-591-48-71-01	John Deer Mower 8157-96 - Prin	\$1,000.00
	001-000-000-592-48-83-00	John Deer Mower 8157-96 - Interest	\$82.23
	Total Invoice - 9/3/2015 11:14:57 AM		\$1,082.23
Total 38207			\$1,082.23
Total John Deere Financial			\$1,082.23
Kris Kaino			
38208			
		2015 - September - First meeting	
	Invoice - 9/3/2015 11:14:18 AM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Total Invoice - 9/3/2015 11:14:18 AM		\$412.00
Total 38208			\$412.00
Total Kris Kaino			\$412.00
Kubwater Resources Inc.			
38209			
		2015 - September - First meeting	
	Invoice - 8/28/2015 10:56:16 AM		
	05094		
	409-000-000-535-00-31-02	Chemicals	\$1,374.94
	Total Invoice - 8/28/2015 10:56:16 AM		\$1,374.94
Total 38209			\$1,374.94
Total Kubwater Resources Inc.			\$1,374.94
Lakeside Industries, Inc.			
38210			
		2015 - September - First meeting	
	Invoice - 9/3/2015 11:20:59 AM		
	144309		
	101-000-000-542-70-31-00	Roadside Operatina	\$1,472.09
	Total Invoice - 9/3/2015 11:20:59 AM		\$1,472.09
Total 38210			\$1,472.09
Total Lakeside Industries, Inc.			\$1,472.09
Lawson Products			
38211			
		2015 - September - First meeting	
	Invoice - 8/28/2015 9:58:28 AM		
	9303492459		
	101-000-000-542-70-31-00	Roadside Operatina	\$58.12
	401-000-000-534-00-31-00	Operation & Maintenance	\$58.12
	408-000-000-531-38-31-01	Operations & Maintenance	\$58.11
	409-000-000-535-00-31-01	Operations And Maintenance	\$58.12
	Total Invoice - 8/28/2015 9:58:28 AM		\$232.47
Total 38211			\$232.47
Total Lawson Products			\$232.47
LEAF			
38212			
		2015 - September - First meeting	
	Invoice - 9/3/2015 11:26:26 AM		
	5917809		
	001-000-000-514-20-31-00	Office & Operatina Supplies	\$22.10
	001-000-000-522-10-31-00	Office & Operatina Supplies	\$20.80
	101-000-000-543-30-30-00	Office And Operatina	\$22.10
	401-000-000-534-00-31-00	Operation & Maintenance	\$22.10
	408-000-000-531-38-31-01	Operations & Maintenance	\$20.80
	409-000-000-535-00-31-01	Operations And Maintenance	\$22.10
	Total Invoice - 9/3/2015 11:26:26 AM		\$130.00
Total 38212			\$130.00
Total LEAF			\$130.00
Mallory Fire			
38213			
		2015 - September - First meeting	
	Invoice - 9/3/2015 11:29:37 AM		
	3973051		
	001-000-000-522-10-31-00	Office & Operatina Supplies	\$35.85
	Total Invoice - 9/3/2015 11:29:37 AM		\$35.85
Total 38213			\$35.85
Total Mallory Fire			\$35.85
Mettler-Toledo, Inc.			
38214			
		2015 - September - First meeting	
	Invoice - 8/28/2015 9:34:50 AM		
	641270747		

	409-000-000-535-00-31-01	Operations And Maintenance	\$244.66
	Total Invoice - 8/28/2015 9:34:50 AM		\$244.66
Total 38214			\$244.66
Total Mettler-Toledo, Inc.			\$244.66
Nancy McAllister			\$244.66
38215			
		2015 - September - First meeting	
	Invoice - 9/3/2015 11:14:10 AM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
		Court services	
	Total Invoice - 9/3/2015 11:14:10 AM		\$412.00
Total 38215			\$412.00
Total Nancy McAllister			\$412.00
Northstar Chemical, Inc.			\$412.00
38216			
		2015 - September - First meeting	
	Invoice - 8/28/2015 10:09:35 AM		
	64848		
	401-000-000-534-00-31-01	Chemicals	\$796.60
	Total Invoice - 8/28/2015 10:09:35 AM		\$796.60
	Invoice - 8/28/2015 9:36:50 AM		
	63646		
	401-000-000-534-00-31-01	Chemicals	\$155.05
	Total Invoice - 8/28/2015 9:36:50 AM		\$155.05
Total 38216			\$951.65
Total Northstar Chemical, Inc.			\$951.65
Oman & Son			\$951.65
38217			
		2015 - September - First meeting	
	Invoice - 9/3/2015 1:52:58 PM		
	481		
	001-000-000-594-14-62-00	Governmental Facility	\$150.89
	101-000-000-543-30-30-00	Office And Operating	\$24.54
	Total Invoice - 9/3/2015 1:52:58 PM		\$175.43
Total 38217			\$175.43
Total Oman & Son			\$175.43
One Call Concepts, Inc.			\$175.43
38218			
		2015 - September - First meeting	
	Invoice - 9/3/2015 11:29:11 AM		
	5089068		
	101-000-000-543-30-30-00	Office And Operating	\$6.37
	401-000-000-534-00-31-00	Operation & Maintenance	\$6.37
	409-000-000-535-00-31-01	Operations And Maintenance	\$6.38
	Total Invoice - 9/3/2015 11:29:11 AM		\$19.12
Total 38218			\$19.12
Total One Call Concepts, Inc.			\$19.12
Peninsula Sanitation Service, Inc.			\$19.12
38219			
		2015 - September - First meeting	
	Invoice - 9/3/2015 11:36:52 AM		
	001-000-000-514-20-47-01	Garbage Bills	\$90.35
	409-000-000-535-00-47-04	Garbage Services	\$285.22
	Total Invoice - 9/3/2015 11:36:52 AM		\$375.57
Total 38219			\$375.57
Total Peninsula Sanitation Service, Inc.			\$375.57
Sid's IGA			\$375.57
38220			
		2015 - September - First meeting	
	Invoice - 9/3/2015 11:45:35 AM		
	401-000-000-534-00-31-00	Operation & Maintenance	\$4.20
	409-000-000-535-00-31-01	Operations And Maintenance	\$10.08
	Total Invoice - 9/3/2015 11:45:35 AM		\$14.28
Total 38220			\$14.28
Total Sid's IGA			\$14.28
Sunset Auto Parts Inc.			\$14.28
38221			
		2015 - September - First meeting	
	Invoice - 9/3/2015 1:50:43 PM		
	August		
	101-000-000-543-30-30-02	Small Tools & Equipment	\$10.78
	401-000-000-534-00-48-00	Vehicle Repairs/Maintenance	\$275.03
	409-000-000-594-64-35-04	Add'l Machinery & Equipment	\$57.39
	Total Invoice - 9/3/2015 1:50:43 PM		\$343.20
Total 38221			\$343.20
Total Sunset Auto Parts Inc.			\$343.20
Terri Staples			\$343.20
38222			
		2015 - September - First meeting	
	Invoice - 9/3/2015 11:28:42 AM		
	Reimbursement		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$17.27
	Total Invoice - 9/3/2015 11:28:42 AM		\$17.27
Total 38222			\$17.27
Total Terri Staples			\$17.27
Troy Richardson			\$17.27
38223			
		2015 - September - First meeting	
	Invoice - 9/4/2015 4:09:12 PM		
	Reimbursement		
	401-000-000-534-00-31-00	Operation & Maintenance	\$87.33

	Total Invoice - 9/4/2015 4:09:12 PM		\$87.33
Total 38223			\$87.33
Total Troy Richardson			\$87.33
Verizon Wireless			
38224			
	2015 - September - First meeting		
	Invoice - 9/3/2015 11:24:17 AM		
	9750944707		
	401-000-000-534-00-42-00	Communications	\$92.61
	Total Invoice - 9/3/2015 11:24:17 AM		\$92.61
Total 38224			\$92.61
Total Verizon Wireless			\$92.61
Visa			
38225			
	2015 - September - First meeting		
	Invoice - 9/9/2015 12:40:09 PM		
	3028		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$6.74
	401-000-000-534-00-31-06	Office & Customer Service	\$21.48
	409-000-000-535-00-31-08	Office Supplies & Customer Service	\$21.48
	Total Invoice - 9/9/2015 12:40:09 PM		\$49.70
	Invoice - 9/9/2015 12:41:10 PM		
	7889		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$356.05
	401-000-000-534-00-31-06	Office & Customer Service	\$71.64
	409-000-000-535-00-31-08	Office Supplies & Customer Service	\$71.63
	Total Invoice - 9/9/2015 12:41:10 PM		\$499.32
Total 38225			\$549.02
Total Visa			\$549.02
Vision Municipal Solutions, Llc			
38226			
	2015 - September - First meeting		
	Invoice - 9/9/2015 10:38:43 AM		
	3148		
	401-000-000-534-00-31-06	Office & Customer Service	\$185.21
	408-000-000-531-38-31-01	Operations & Maintenance	\$100.00
	409-000-000-535-00-31-08	Office Supplies & Customer Service	\$185.21
	Total Invoice - 9/9/2015 10:38:43 AM		\$470.42
Total 38226			\$470.42
Total Vision Municipal Solutions, Llc			\$470.42
Wadsworth Electric			
38227			
	2015 - September - First meeting		
	Invoice - 8/28/2015 9:36:25 AM		
	314124		
	409-000-000-535-00-41-01	Professional Services - Electrician	\$102.51
	Total Invoice - 8/28/2015 9:36:25 AM		\$102.51
	Invoice - 8/28/2015 9:40:51 AM		
	314062		
	401-000-000-594-34-62-03	Plant Improvements	\$503.79
	Total Invoice - 8/28/2015 9:40:51 AM		\$503.79
Total 38227			\$606.30
Total Wadsworth Electric			\$606.30
Walter E. Nelson Co. of Astoria			
38228			
	2015 - September - First meeting		
	Invoice - 9/3/2015 11:26:47 AM		
	391632		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$52.36
	101-000-000-543-30-30-00	Office And Operating	\$52.37
	401-000-000-534-00-31-06	Office & Customer Service	\$52.37
	408-000-000-531-38-31-01	Operations & Maintenance	\$52.36
	409-000-000-535-00-31-08	Office Supplies & Customer Service	\$52.36
	Total Invoice - 9/3/2015 11:26:47 AM		\$261.82
Total 38228			\$261.82
Total Walter E. Nelson Co. of Astoria			\$261.82
Wilcox & Flegel Oil Co.			
38229			
	2015 - September - First meeting		
	Invoice - 9/3/2015 1:58:20 PM		
	001-000-000-522-10-32-00	Gasoline	\$154.36
	001-000-000-576-80-31-00	Office & Operating Supplies	\$90.72
	101-000-000-543-30-30-01	Gasoline & Oil Products	\$90.73
	401-000-000-534-00-32-00	Gasoline	\$348.31
	408-000-000-531-38-32-00	Gas/Oil Products	\$90.85
	409-000-000-535-00-32-00	Gas/oil Products	\$271.78
	Total Invoice - 9/3/2015 1:58:20 PM		\$1,046.75
Total 38229			\$1,046.75
Total Wilcox & Flegel Oil Co.			\$1,046.75
William R. Penoyar, Attorney at Law			
38230			
	2015 - September - First meeting		
	Invoice - 9/3/2015 11:14:03 AM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Total Invoice - 9/3/2015 11:14:03 AM		\$412.00
Total 38230			\$412.00
Total William R. Penoyar, Attorney at Law			\$412.00
Grand Total	Vendor Count	60	\$169,886.97

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpchief@centurytel.net

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

09-01-15

Page 1 of 2

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for August 2015

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

Long Beach

896 Total Incidents

Aid Call Assists: 3

Alarms: 7

Animal Complaints: 20

Assaults: 7

Assists: 77

(Includes 12 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 7

Disturbance: 39

Drug Inv.: 18

Fire Call Assists: 9

Follow Up: 199

Found/Lost Property: 34

Harassment: 15

Malicious Mischief: 13

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing/Found Persons: 5

Prowler: 3

Runaway: 2

Security Checks: 184

Suspicious: 56

Thefts: 26

Traffic Accidents: 9

Traffic Complaints: 45

Traffic Tickets: 22

Traffic Warnings: 67

Trespass: 1

Warrant Contacts: 19

Welfare Checks: 9

Ilwaco

426 Total Incidents

Aid Call Assists: 0

Alarms: 4

Animal Complaints: 3

Assaults: 3

Assists: 44

Burglaries: 0

Disturbance: 5

Drug Inv.: 5

Fire Call Assists: 0

Follow Up: 75

Found/Lost Property: 10

Harassment: 2

Malicious Mischief: 1

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing/Found Persons: 1

Prowler: 2

Runaway: 1

Security Checks: 201

Suspicious: 9

Thefts: 7

Traffic Accidents: 4

Traffic Complaints: 13

Traffic Tickets: 3

Traffic Warnings: 15

Trespass: 4

Warrant Contacts: 7

Welfare Checks: 7

On August 7th the department assisted with the Junior Rodeo Parade by providing traffic control.

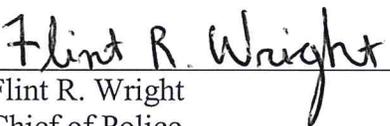
The department provided an escort on the 8th for “Jake’s Birthday” celebration. We did have a few calls associated with the event but nothing serious.

On August 10th – 15th I taught my annual “Hunter Safety Class”. There were 19 students in the class.

The Ilwaco Blues and Seafood Festival was held on August 15th. There were no problems with the event.

Kite Festival week, August 17th – 23rd, went well. The crowds were large and, as is usual, very well behaved.

Reserve Officer Kellen Church attended training on the 20th. The training was required by state law and dealt with use of “Access”. “Access” is the computer system that runs license plates, driver’s licenses and other types of information. Washington State Patrol requires all law enforcement to be certified by them to use the system.



Flint R. Wright
Chief of Police

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

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 8/10/15 Council Business Item: 9/14/15
8/24/15

Issue/Topic: **Ordinance Defining the Duties of the City Clerk and City Treasurer**

B. Sponsor(s):

1. Marshall
- 2.

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

1. As the City has restructured the staff, positions and duties have been allocated to two separate positions. The IMC currently defines the Clerk-Treasurer when in reality those two positions are separate city administration.

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

1. The City is currently employing both a City Clerk and a City Treasurer therefore the IMC should reflect the correct staffing situation. There is no foreseen reason to revert back to the Clerk-Treasurer position.

E. Impacts:

1. Fiscal: n/a
2. Legal: The attorney has reviewed this ordinance.
3. Personnel: n/a
4. Service/Delivery: n/a

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

G. Staff Comments:

1. None

Time Constraints/Due Dates:

H. Proposed Motion: **I move to adopt the ordinance separating the administrative positions of City Clerk and City Treasurer and assigning the appropriate duties to each.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, REPEALING AND REPLACING CHAPTER 2.08 AND ADDING A NEW CHAPTER 2.10 TO THE ILWACO MUNICIPAL CODE ALL RELATED TO THE ADMINISTRATIVE POSITIONS OF CITY CLERK AND CITY TREASURER.

WHEREAS, the City of Ilwaco recognizes that the Clerk-Treasurer position no long applies to present City administrative staff; and

WHEREAS, in order to bring the municipal code into compliance with current practice and approved organizational structure, Ilwaco Municipal Code (IMC) §2.08 needs to reflect current duties and powers of the City Clerk, IMC 2.10 needs to be created to reflect the duties and powers of the City Treasurer;

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

Section 1. Chapter 2.08 of the Ilwaco Municipal Code entitled “City Clerk-Treasurer” is repealed in its entirety and replaced with a new Chapter 2.08 entitled “City Clerk” to read as follows;

2.08.010 – Position established

There is established the office of City Clerk in and for the City of Ilwaco.

2.08.020 – Appointment – Generally

The Mayor shall have the power of appointment and removal of the City Clerk.

2.08.030 – Powers and duties

The powers, duties and responsibilities of the City Clerk shall be subject to the supervision of the City Treasurer under the authority and direction of the Mayor and shall include, without limitation, the following:

1. Keep a full and true record of every act and proceeding of the City Council and keep such books, accounts and make such reports as may be required by the office of the Washington State Auditor;
2. Record all ordinances passed by the City Council, annexing thereto her/his certificate giving the number and title of the ordinance, stating the ordinance was published and posted according to law and that the record is a true and correct copy thereof;
3. Act as custodian of the seal of the City , and exercising the authority to acknowledge the execution of all instruments by the City requiring such acknowledgement;
4. Perform all duties as specified in chapter 35A.42 RCW for a City Clerk, and all duties as imposed by law as the election officer for the City;
5. Serve as the public records officer of the City and perform all such duties as imposed by law on the public records officer.

6. Serve as the designated license officer who shall administer the business license and regulations code Title 5 of the Ilwaco Municipal Code.
7. Retain and maintain all signed originals of contracts and transactions to which the City may be a party, and the signed originals of all deeds and instruments of conveyance regarding real and/or personal property transactions wherein the city is grantee or transferee;
8. Give notice of all City Council meetings to councilmembers, the media and the public when such is required by law.
9. All other duties as described in the City Clerk job description.

2.08.040 – Salary

The City Clerk shall receive a salary in such amount as adopted by the annual City salary ordinance and in accordance with the Position, Grade and Step assigned.

Section 2. A new Chapter 2.10 of the Ilwaco Municipal Code entitled “City Treasurer” is hereby added to read as follows;

2.10.010- Position established

There is created the position of Ilwaco City Treasurer. The City Treasurer shall be and act as the administrative supervisor of the City government under the authority and direction of the Mayor. The position shall be filled by appointment of the Mayor.

2.10.020 - General responsibility

This position is established to have the powers and responsibilities as defined by law. In addition, this position will supervise, and insure effective use of, City employees, funds, grants, materials, facilities and time.

2.10.030 – Duties

The City Treasurer shall assist the Mayor in performance of his duties and shall do all things required by the Mayor to assist in the administration of the business of the City government. The powers, duties and responsibilities of the City Treasurer shall include, without limitation, the following:

1. Receive and safely keep all monies which come into the City treasury, and follow all laws of the State of Washington regarding the accountability therefor;
2. Keep such books, accounts and make reports as required by the office of the Washington State Auditor;
3. Exercise the duties and authority of the city treasurer as provided by RCW Chapter 35A.42;
4. Exercise the duties and authority of auditing officer as required by RCW 42.24.080 as applicable to the City;
5. Prepare the annual budget, assist the Mayor in submission of the budget to the City Council, and administer the budget after adoption.
6. Prepare a monthly report to the City Council on the financial status of the City.

7. Supervise the purchasing of City departments to keep expenditures in line with the approved budget.
8. Serve as personnel officer for the City.
9. All other duties as described in the Treasurer job description.

2.10.040 - Salary

The City Treasurer shall receive a salary in such amount as adopted by the annual City salary ordinance and in accordance with the Position, Grade and Step assigned.

Section 4. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS _____ DAY OF _____, 2015.

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, Deputy City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year

Chapter 2.08 CITY CLERK-TREASURER

Sections:

- 2.08.010 Appointment of city clerk-treasurer.**
- 2.08.020 Qualifications.**
- 2.08.030 Duties.**

2.08.010 Appointment of city clerk-treasurer.

The mayor shall appoint, subject to confirmation by a majority of the city council, a person to serve as city clerk-treasurer. (Ord. 623 § 1, 1998)

2.08.020 Qualifications.

All appointments of city clerk-treasurer shall be made on the basis of ability and training or experience of the appointees in duties they are to perform. (Ord. 623 § 2, 1998)

2.08.030 Duties.

A. The city clerk-treasurer shall have all of the powers and shall perform each of the duties specified by Title 35A RCW for city clerks and treasurers, together with any other duties or authority which may be conferred upon such office by the laws of the state or the ordinances of the city, as now or hereinafter amended.

B. In addition to the authority prescribed by the Revised Code of Washington, the city clerk-treasurer shall have the duties and primary authority to perform the following:

1. Determine what funds are available in any fund of the city for investments;
2. Invest the funds of the city in such manner as to provide for timely payment of claims, expenses and other expenditures authorized by the city council;
3. Receive and safely keep all money belonging to the city from whatever source devised;
4. Place all funds received to the credit of the different funds to which it belongs in a book kept for that purpose;
5. Certify availability of funds as cited for each warrant prepared, prior to submission to the council for approval;
6. Submit to the council recommendations and rationale for transfer of funds to effect payment of legitimate billings for which revenues have not been received, or for which adequate funds have not been budgeted;
7. Provide a summary of all investments and investment transactions quarterly to the city council;
8. Provide the mayor and city council, for the first council meeting each month, a statement of all moneys received and expended by fund number and title;

9. Provide the mayor, semiannually, a list of established payment schedules and deadlines, which require preparation of specific documents to effect payment;
10. Report to the city council at the first regular meeting of each month the condition of the city treasury, bringing to light any significant or potentially significant financial problem;
11. Disburse the funds of the city by direction of the city council as authorized by law;
12. Keep records of all ordinances and other official documents of the city;
13. Publication of official notices;
14. Recording of minutes of city council meetings;
15. Preparation of various periodic reports, and type permits, letters, memos and reports;
16. Such other duties as may be assigned by the city council from time to time by notice or resolution.
(Ord. 623 § 3, 1998)

Mobile Version

Beginning of Chapter << 35A.42.010 >> 35A.42.020

RCW 35A.42.010

City treasurer — Miscellaneous authority and duties.

In addition to authority granted and duties imposed upon code city treasurers by this title, code city treasurers, or the officers designated by charter or ordinance to perform the duties of a treasurer, shall have the duties and the authority to perform the following: (1) As provided in RCW 8.12.500 relating to bonds and compensation payments in eminent domain proceedings; (2) as provided in RCW 68.52.050 relating to cemetery improvement funds; (3) as provided in RCW 41.28.080 relating to custody of employees' retirement funds; (4) as provided in RCW 47.08.100 relating to the use of city street funds; (5) as provided in RCW 46.68.080 relating to motor vehicle funds; (6) as provided in RCW 41.16.020 and chapter 41.20 RCW relating to police and firefighters' relief and pension boards; (7) as provided in chapter 42.20 RCW relating to misappropriation of funds; and (8) as provided in chapter 39.60 RCW relating to investment of municipal funds. The treasurer shall be subject to the penalties imposed for the violation of any of such provisions. Where a provision of this title, or the general law, names the city treasurer as an officer of a board or other body, or assigns duties to a city treasurer, such position shall be filled, or such duties performed, by the officer of a code city who is performing the duties usually performed by a city treasurer, although he or she may not have that designation.

[2009 c 549 § 3039; 1987 c 331 § 78; 1984 c 258 § 320; 1967 ex.s. c 119 §35A.42.010 .]

Notes:

Effective date -- 1987 c 331: See RCW 68.05.900.

Court Improvement Act of 1984 -- Effective dates -- Severability -- Short title -- 1984 c 258:
See notes following RCW 3.30.010.

Intent -- 1984 c 258: See note following RCW 3.34.130.

35A.42.030 << 35A.42.040 >> 35A.42.050

RCW 35A.42.040

City clerks and controllers.

In addition to any specific enumeration of duties of city clerks in a code city's charter or ordinances, and without limiting the generality of RCW 35A.21.030 of this title, the clerks of all code cities shall perform the following duties in the manner prescribed, to wit: (1) Certification of city streets as part of the highway system in accordance with the provisions of RCW 47.24.010; (2) perform the functions of a member of a firefighters' pension board as provided by RCW 41.16.020; (3) keep a record of ordinances of the city and provide copies thereof as authorized by RCW 5.44.080; (4) serve as applicable the trustees of any police relief and pension board as authorized by RCW 41.20.010; and (5) serve as secretary-treasurer of volunteer firefighters' relief and pension boards as provided in RCW 41.24.060.

[2013 c 23 § 65; 1991 c 81 § 39; 1967 ex.s. c 119 § 35A.42.040.]

Notes:

Effective date -- 1991 c 81: See note following RCW 29A.84.540.

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

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 09/14/15 Council Business Item:

B. Issue/Topic: **Sewer Conservation Loan Program**

C. Sponsor(s):
1. Karnofski 2.

D. Background (overview of why issue is before council):
The City of Tacoma offers low-interest loans with terms up to 10 years for sewer and storm water conservation projects. The residents of the City of Ilwaco who have connections to private sewer mains could benefit from a short term loan program in order to connect to the public sewer main.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details):
1. The city is responsible for funding the program under RCW
2. The city could partner with Seaview Sewer District to have more money available in the fund and further expand the benefits.
3. Sam Daily from the City of Tacoma is available to attend a workshop to discuss further details of the program with council.

F. Impacts:
1. Fiscal: An interfund loan from the wastewater department to the general fund would be required for funding this program.
2. Legal:
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments:

I. Time Constraints/Due Dates:

J. Proposed Motion: **No motion at this time.**



City of Tacoma

W A S H I N G T O N



Sewer Conservation Loan Program

Sewer back-ups or problems are often caused by blockages in your side sewer line. The side sewer is the pipe that connects your home or business to the City of Tacoma's main lines in the streets. More [information about sewer back-ups](#) is available through the Environmental Services department.

Residential Sewer Conservation Loan

The first of its kind in Washington, the residential sewer conservation loan program covers up to 90 percent of side sewer repair or replacement costs. The loan features an interest rate at two percent below the prime rate (with a minimum of four percent) on loan amounts between \$1,000 and \$10,000. The loan is secured through a security interest (lien) on the project property.

Program Eligibility

If your side sewer needs repair or replacement, you may be eligible for a low-interest sewer conservation loan. To qualify for the loan, your home must be within the City of Tacoma city limits and be served by Tacoma Wastewater Management. Check your utility bill if you are unsure whether your home meets this criteria. You must have good credit with Tacoma Public Utilities or provide a recent good credit report.

Your side sewer repair or replacement must be for an existing residential structure. New construction or replacement projects already completed are not eligible. Applicants must apply for the loan before the side sewer replacement or repair is completed. Loan disbursement will not take place until project completion is verified by the City of Tacoma's Environmental Services department.

To Apply

1. Determine cost of project and loan amount

2. Download the [fact sheet](#) and [loan application](#) (PDF)
3. Complete the application, making sure to fill in all the required information
4. Send the completed application to:

Sewer Conservation Loan Program
c/o Community & Economic Development Department
747 Market Street, Room 900
Tacoma, WA 98402
Fax: (253) 591-5180

For more information about a residential sewer conservation loan, contact [Sam Dailey](#) at (253) 591-5236.

Commercial Sewer Conservation Loan

If your business needs to install equipment to keep pollutants out of the sewer system, we might be able to help you pay for it. The Housing Division offers low-interest loans for up to 90 percent of the estimated cost for industrial pretreatment equipment, grease interceptors, oil/water separators, or almost any other business-related equipment necessary to keep pollutants out of the sewer system.

A Commercial Sewer Conservation Loan features an interest rate at two percent below the prime rate (with a minimum of fourpercent) on amounts between \$10,000 and \$100,000.

Program Eligibility

Your pollution prevention equipment or repair must be for an existing commercial structure located within the City of Tacoma city-limits and served by Tacoma Wastewater Management. Check your utility bill if you are unsure whether your commercial building meets this criteria. New construction or completed pollution prevention or repair projects are not eligible for this loan. Applicants must apply for the loan before the project is completed. Additionally, your business must have good credit.

To Apply

1. Determine cost of project and loan amount
2. Download the [loan application packet](#)
3. Complete the application, making sure to fill in all the required information
4. Send the completed application to:

Community Development Corporation
Attention: Conservation Loans
P.O. Box 11349
Tacoma, WA 98411-0349
Fax: (253) 798-6389

For more information about a commercial sewer conservation loan please call [Sam Dailey](#) at (253) 591-5236.

[Print This Page](#)

Conservation Loan Program Residential Fact

The City of Tacoma offers low-interest loans with terms up to 10 years for sewer and stormwater conservation projects.

Eligibility

- Project location must be within the boundaries of the City of Tacoma.
- Project must meet Environmental Services Conservation Loan Program eligibility requirements.
- Loans are available for existing residential properties. New construction is not eligible.
- The applicant must have a good credit history with Tacoma Public Utilities. A current credit report with score is required.

How the Process Works

- Estimate the cost of the project with the help of a licensed contractor. It is best to get at least two or three bids.
- Complete and return the application form with other requested documents.
- Environmental Services evaluates the application and the applicant's credit history. The applicant is usually notified within two to three business days if the application is accepted.
- The project is completed and a final invoice submitted.
- Loan documents are prepared for signature.
- The loan is closed and payment is issued.

Please note: You must apply before the project is completed. Loan disbursement will not take place until project completion is verified by Environmental Services.

Loan Security and Fees

- Loans may be made for up to 90% of the estimated project cost.
- Loans must be secured by a sufficient security interest (lien) in the project property.
- A \$155 fee is charged when the loan closes, to cover the cost of filing and releasing the lien.
- The rate of interest is 2% below the Prime rate published on the date the loan agreement is signed, with a minimum rate of 4%.
- The minimum residential loan amount is \$1,000 and the maximum is \$10,000. Multi-family properties must apply for a commercial loan if the project cost is greater than \$10,000.

Contacts

If you have questions about the loan requirements, or need assistance with the application form, please contact:

Sewer Conservation Loan
c/o Community & Economic
Development
747 Market St., Room 900
Tacoma, WA 98402
Phone: (253) 591-5236
Fax: (253) 591-5180



Required Documentation

Recorded Copy of Deed

A recorded copy of your deed is available from the Pierce County Auditor's Office, Room 200, in the Pierce County Annex, 2401 S. 35th St. A deed provides a legal description and proof of home ownership and can be any of the following: a statutory warranty deed, a deed of trust, or a quit claim deed. If you use a quit claim deed, you also must furnish a copy of the original deed showing who had the right to quit claim the property to you. The original deed must be an executed copy with the owner's signature, a notary's signature and an auditor's fee number.

A mortgage contract or real estate contract may be acceptable if it is a recorded copy. The signature of the seller is usually required. Private contracts will be evaluated on a case-by-case basis by Environmental Services staff, call for assistance. An escrow form or title insurance is not acceptable.

Copy of Real Property Assessment Roll

A copy of your real property assessment roll is available from the assessor's roll book at the Pierce County Assessor's office, Room 142, in the Pierce County Annex, 2401 S. 35th St. This document may be obtained online.

Credit Report

You must have good credit history with Tacoma Public Utilities. A current credit report with score is required.

Additional Documents

In some cases, additional documents may be needed:

- If one of the owners is **deceased**, a copy of the death certificate is required. Contact the Vital Statistics Office at the Tacoma-Pierce County Health Department, 3629 S. D St., 253-798-6418.
- If the owners are **divorced**, a copy of the dissolution (recorded court document) stating that the applicant has been awarded the property is needed. Contact the Pierce County Clerk's Office, 930 Tacoma Ave. S., Room 110, 253-591-7455.
- If the owner has **remarried**, a copy of the marriage certificate is required. Contact the Pierce County Auditor's Office, 2401 S. 35th St., 253-798-7435.
- If one of the owners is **not present**, a copy of a power of attorney must be recorded with the Pierce County Auditor to be valid. Contact the Pierce County Auditor's Office, 2401 S. 35th St., 253-798-7440.
- If the property is **professionally managed**, a copy of the property management agreement is required.
- If the property has been **short-platted or subdivided** since you purchased it, a recorded copy of those documents is required. Contact the Pierce County Auditor's Office, 2401 S. 35th St., 253-798-7440.



City of Tacoma

City of Tacoma Housing Division

Sewer Conservation Loan Program Residential Application

1. Applicant Name _____ Spouse _____ Name _____
 Address _____
 City: _____ State: _____ Zip Code: _____
2. Soc. Sec. # _____ Spouse Soc. Sec. # _____
3. Project Address (if different): _____
4. Telephone (home): _____ (work): _____
5. City of Tacoma Utility Account Number: _____

For items 6–8, please attach a copy of recent pay records such as direct deposit records, paycheck stubs, etc.

6. Employer _____ Start Date _____
 Income _____ Annual Monthly
7. Spouse Employer _____ Start Date _____
 Income _____ Annual Monthly
8. Other Income (Note: alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this loan.)
 Source(s):
 Other Income _____ Annual Monthly
9. Are you the legal owner of the project property? Yes No
10. Is the property currently listed as security collateral on any mortgage, deed of trust, real estate loan or other loan document? Yes No
11. If "yes," please list:

Lender's Name	Address	Loan Type	Balance	Payment

12. Total of your outstanding debt, not including loans listed in item 11. _____
 (Anything you may have a regular payment on such as auto and student loans or credit card payments.)
13. Total monthly payments on debt totaled on line 12. _____
14. Have you ever filed bankruptcy? Yes No If yes, what year? _____
15. Are there any judgments or liens against your property? Yes No

16. Describe in detail how loan proceeds will be used:

17. Total estimated cost of project _____

18. Loan amount requested (limited to 90% of cost) _____

Borrower Certification and Acknowledgment of Loan Fee and Lien Agreement:

I certify that the information provided above is current and correct to the best of my knowledge. I understand that a non-refundable \$155.00 fee will be charged when the loan closes, to cover the cost of filing and releasing the lien. I further understand and agree that the City of Tacoma will secure this loan with a lien on the property located at _____

Signature _____ Date _____

Please attach all required documentation, including proof of income (pay records), a current credit report and score and return to:

SewerConservationLoan
c/o Community & Economic Development
747 Market St., Room 900
Tacoma, WA 98402
Phone: (253) 591-5236
Fax: (253) 591-5180



City of Tacoma

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 08/24/15 Council Business Item:
09/14/15

B. Issue/Topic: **Contract with Office 365 for Email Services**

C. Sponsor(s):

1. Karnofski
- 2.

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

The City of Ilwaco is not meeting the requirements of RCW 40.14, Preservation and Destruction of Public Records

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

1. It has been recommended by our current email provider and IT company that we contract with Microsoft Exchange Online in order to meet the requirements of RCW 40.14.
2. City of Ilwaco currently has dedicated email boxes for:
 - a. Mayor
 - b. Treasurer
 - c. Clerk
 - d. Billing
 - e. Public Works
 - f. Water
 - g. Waste Water
 - h. Fire
3. City of Ilwaco currently forwards to personal email boxes for:
 - a. Council
 - b. Planning Commission
 - c. Parks and Recreation Commission

F. Impacts:

1. Fiscal: \$105.00/month for IT support and \$3.50 to \$7.00 per box/per month
2. Legal:
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments: City staff continue to have problems with the current email service.

I. Time Constraints/Due Dates:

J. Proposed Motion:

1. **I move to approve the Mayor to enter into an agreement with Microsoft Exchange Online Plan for email services.**

City Clerk

From: Ali Higgins <ahiggins@wrightimg.com>
Sent: Thursday, August 27, 2015 4:44 PM
To: clerk@ilwaco-wa.gov
Subject: RE: new IN folder process

Thank you Holly,

I received your file and placed it into production this morning to mail tomorrow. I see that you sent this email to me this morning at 9:45 however I just received it at 4:34pm! **WEIRD!!!** ☺ Have a great afternoon.

Thanks,

Ali Higgins

Customer Service Representative
Wright Imaging Inc. | www.wrightimg.com
13107 NE Airport Way
Portland, OR 97230-1036
503.445.3274 – Direct | 503.258.0651 Fax
ahiggins@wrightimg.com

From: City Clerk [<mailto:clerk@ilwaco-wa.gov>]
Sent: Thursday, August 27, 2015 9:45 AM
To: Ali Higgins
Subject: RE: new IN folder process

Hi Ali,

Our billing is in the IN folder for you. ☺

Holly Beller
Deputy City Clerk
City of Ilwaco
360-642-3145
clerk@ilwaco-wa.gov
www.ilwaco-wa.gov



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opportunity provider and employer*

From: Ali Higgins [<mailto:ahiggins@wrightimg.com>]
Sent: Wednesday, August 26, 2015 11:01 AM
To: clerk@ilwaco-wa.gov
Subject: new IN folder process

Good morning,

City Clerk

From: beachdog.com webmaster <webmaster=beachdog.com@mail64.atl11.rsgsv.net> on behalf of beachdog.com webmaster <webmaster@beachdog.com>
Sent: Sunday, August 30, 2015 5:29 PM
To: Ariel
Subject: Woof! An unexpectedly busy weekend.

Following Friday's email outage, we made corrective changes to our servers.

[View this email in your browser](#)



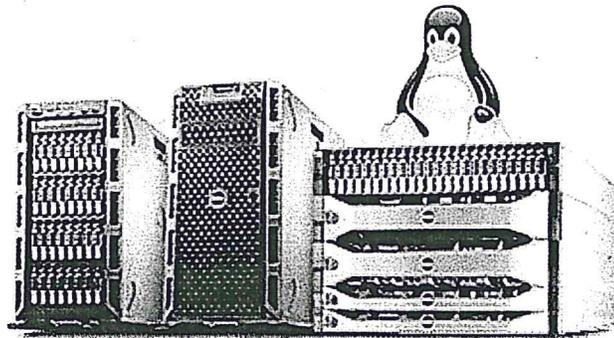
INFORMATION ABOUT OUR

Hosting Server Changes

August 30

First, allow me to apologize for the email outage on Friday.

Due to ongoing lapses in responsibility on the part of the company managing our hosting hardware, I made the decision to change oversight of our web servers. They are now managed by the



trustworthy people doing an excellent job with the software end of web hosting for us. Friday's email outage accelerated the already crafted plan for migration, which completed in the early hours this morning, Sunday.

Because it can take 72 hours for DNS changes to fully propagate, we'll run both old and new servers for a few days, ensuring a smooth transition for all sites. During this time, it's best that you not work on your site unless truly necessary. If you *must* work on your site before Thursday morning, please let us know by phone or email so we can help avoid any data loss.

I apologize for the lack of notice ahead of time, and response during, the outage and migration. As always, delivering the best possible service drives actions around here.

In the unexpected instance you notice any issues with your site or domain-based email, please do reply to this message or give us a call at 360-642-4431.

— Keleigh



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You are on this list as the key contact for a beachdog.com-hosted website.

Our mailing address is:

beachdog.com

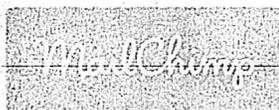
1517 Pacific Ave N

PO Box 954

Long Beach, WA 98631

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[unsubscribe from this list](#) [update subscription preferences](#)



City Clerk

From: Marcus Handy <marcus@ifocus.us>
Sent: Friday, June 12, 2015 5:31 PM
To: clerk@ilwaco-wa.gov
Subject: RE: iFOCUS Contract Renewal

Holly,

Nice to hear from you.

The last thing I heard from Ariel re: the mayor's PC is that she was thinking of getting him a Microsoft Surface for \$300 instead of a PC, unless I've misunderstood or not remembered our last conversation correctly... if you need a quote for a PC, I'm happy to supply one. Please confirm how you'd like to proceed.

For Exchange Online, the pricing is close:

Here's how Exchange Online Plan one is billed by Microsoft:

1. The service is setup and configured as a free trial while Microsoft verifies whether you're an eligible government agency (this can take 30-90 days). Once you're verified you'll pay Microsoft (credit card is the easiest)
 - a. \$42 per mailbox per year (\$ 3.50 per mailbox per month x 12 months) x number of mailboxes
2. iFocus will bill the following labor, when setup is complete:
 - a. 1.5 hours per mailbox (@ \$105 per hour) – includes Outlook profile setup and email migration
 - b. 5 hours admin time (@ \$105 per hour) – includes planning, DNS records management, Office 365 setup and configuration, administrative follow-up to ensure
 - c. \$52.50 for any on-site travel as per the contract
 - d. Reoccurring charge for email management / administration of the service that includes up to 1 hour of service per month: \$ 105 per month

For mailboxes you guys have: mayor@, treasurer@, clerk@, and billing@, publicworks@, water@, wastewater@, and fire@ ... any others? We should talk about other addresses you use and service specifics so cost figures are accurate.

Here is a detailed breakdown of the service you get at \$3.50 per month vice \$7.00 per month (the link is for the equivalent corporate plan, which costs more, but the service parameters are the same).

<https://products.office.com/en-us/exchange/compare-microsoft-exchange-online-plans?legRedir=true&CTT=1&CorrelationId=3643369f-05e8-41f9-bb75-12e16db88393>

It's worthy of note that the \$3.50 per month plan doesn't include any legal hold / compliance options, which I would highly recommend.

Sincerely,

Marcus Handy,
Network Services Manager/MCSA

iFocus Consulting, Inc.

503-338-7443 Office - 503-338-2919 Fax
100 39th Street, Suite 201 - Astoria, OR 97103
<http://www.ifocus-consulting.com>



From: City Clerk [mailto:clerk@ilwaco-wa.gov]
Sent: Friday, June 12, 2015 4:04 PM
To: Marcus Handy
Subject: iFOCUS Contract Renewal

Hi Marcus,

I am working on the briefing for council for the contract renewal and noticed in years past we had recommended switching the email server and had included those costs (see below for old example) for council to review. Can you give me updated figures for this?

1) Implement recommendations:

Email – to be implemented possibly in 2014 or early 2015	
Microsoft Exchange Online(\$3.50 /mo/account)	\$52.50 per month
Monthly support	\$105 per month
Installation	\$1050

Also, Ariel said you two have been talking about possibly purchasing a new computer for the Mayor. Have you any of those figures available?

Thanks!

Holly Beller
 Deputy City Clerk
 City of Ilwaco
 360-642-3145
clerk@ilwaco-wa.gov
www.ilwaco-wa.gov



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You have plenty of space for email; it's site bandwidth that bumped you over to the next hosting plan. You have room to add mail boxes. The issue we have currently is that I can't make any one box hold more than 1024 MB. It's the limit on "courtesy email accounts" which are what we offer as part of your hosting plan.

It's totally up to you how long any particular piece of mail stays in the box; the server just looks at capacity.

For the boxes that are getting full, you have a couple of choices. Assuming you need to save everything, you can free up space by archiving old mail on your local drive. If you really want to be able to store all of it on the mail server, I recommend making the switch to Google for Business or Office 365. Both offer professional class email that can accommodate most any need you have.

Google for Business essentially gives you a gmail box tied to your domain: a gmail box with an [@ilwacowa.gov](mailto:ilwacowa.gov) address. Office 365 does the same thing, but using Outlook online, which recently replaced hotmail and msn.com email. They're both great and cost is about the same for both. It comes down to which has an interface that is a better fit for the people in your organization. I've found that PC people are divided in liking both while Mac people strongly prefer the Google product. Go figure. Don't quote me on cost but the last time I costed them out, in rough terms, they were both about \$50 per box per year.

Office 365 offers some free accounts to non-profits; I'm using one for the animal shelter. I don't know if they are available only to NGOs or if cities are also eligible. I found out about them on techsoup.org.

Keleigh

Office 365 plans at Government pricing

Please verify that you are eligible to participate as a government organization. You will be required to sign a contract and attest that you are an eligible customer. **Microsoft reserves the right to verify eligibility at any time and suspend the service for ineligible customers.**

A government organization is typically (a) any government agency, department office, division, unit, or other entity of state or local government or (b) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or similar type of government instrumentality established by laws of customer's state and located within customer's state jurisdiction and geographic boundaries or (c) any other entity in customer's state expressly authorized by the laws of customer's state to purchase under state contracts. Read detailed eligibility requirements for your country.

[Sign up for a FREE 30-day trial](#)

	Exchange Online Plan 1 (Government Pricing)	Exchange Online Plan 2 (Government Pricing)	Office 365 Enterprise E1 (Government Pricing)	Office 365 Enterprise E3 (Government Pricing)
Price does not include tax.	\$3.50	\$7.00	\$6.00	\$17.00
	user/month	user/month	user/month	user/month
User maximum	Unlimited	Unlimited	Unlimited	Unlimited

**Full,
installed
Office
applications**

Word, Excel,
PowerPoint,
Outlook,
Publisher,
OneNote,
Access, and
Skype for
Business on
up to 5 PCs
or Macs ⓘ



**Office on
tablets and
phones**

for the full,
installed
Office
experience on
up to 5
tablets and 5
phones ⓘ



**Online
versions of
Office**

including
Word, Excel,
PowerPoint,
and more

View attachments
only

View attachments
only



**File storage
and sharing**

with 1 TB
storage/user
ⓘ



Business-class email, calendar, and contacts with a 50 GB inbox ⓘ



Unlimited online meetings, IM, and HD video conferencing. Includes Skype for Business app ⓘ



Intranet site for your teams with customizable security settings



Corporate social network to help employees collaborate across departments and locations



Work management tools to bring together

teams, tasks,
files, and
conversations
①



**Personalized
search and
discovery**
across Office
365 using the
Office Graph
①



**Enterprise
management
of apps** with
Group Policy,
Telemetry,
Shared
Computer
Activation



**Self-service
Business
Intelligence**
to discover,
analyze, and
visualize data
with Excel



**Compliance
and
information
protection**
Legal hold,
rights
management,
and data loss
prevention



for email and
files

**eDiscovery
Center** tools
to support
compliance



**Hosted
voicemail**

Take
advantage of
hosted
Unified
Messaging
services that
provide call
answering, a
dial-in user
interface, and
company
automated
attendant
capabilities



Sign up for a FREE 30-day trial

All of the Office 365 plans above include

- Guaranteed 99.9% uptime, financially backed service level agreement
- IT-level web support and 24/7 phone support for critical issues
- Active Directory integration to easily manage user credentials and permissions
- World-class data security
- Shared online calendars

Electronic Records Management: Keep Electronic Records in Electronic Format

Purpose: Provide guidance to state agencies and local government entities on the retention of electronic records in electronic format.

Do I have to print out my records for retention purposes?

NO – If the records are already in electronic format (such as emails, electronic calendars, database records, etc.) then the records need to be retained in electronic format.

Do not print out electronic records and then delete the electronic version as a means of retaining the records.

Preservation of Electronic Records (WAC 434-662-040) states in part:

“Electronic records must be retained in electronic format and remain usable, searchable, retrievable and authentic for the length of the designated retention period. Printing and retaining a hard copy is not a substitute for the electronic version unless approved by the applicable records committee.”

Why printing out electronic records doesn't work

While the retention and preservation of paper records can be simpler than retaining and preserving electronic records, the retention of a printout of an electronic record doesn't work because:

1. **Metadata is lost.** Most metadata is not captured in the printing out of electronic records. The electronic record's metadata is an integral part of the record as it helps prove its authenticity.
2. **Usability is reduced.** The ability to search and use the record is reduced when it is printed out. It is far easier to search through thousands of emails in electronic format than trying to do the same when they are printed out.

Do electronic records need to be kept in their native format?

NO – In fact, in order to preserve electronic records, especially over time, it may be necessary to migrate records to formats better suited for retention and preservation.

However, it is important that any data migration to another electronic format preserves the necessary metadata needed to prove the record's authenticity.

**Additional advice regarding the management of public records is available from
Washington State Archives:**

www.sos.wa.gov/archives
recordsmanagement@sos.wa.gov



Web Hosting Plans

Most of our customers fit nicely into these packages.
If you don't, ask; we'll create one just for you.

	Puppy	Heinz 57	Working Dog	Purebred	Show Dog	Champion
Perfect for...	Small Sites Personal Sites	Perfect for most basic business sites	Business sites needing a bit more elbow room	Large or high- traffic business sites	E-Commerce & Custom Databases	E-Commerce & Custom Databases
Domains	1	5	5	10	50	100
Sub-Domains	2	5	5	10	50	100
Parked Domains	4	5	5	10	50	100
Disk Space	1 GB	3 GB	10 GB	20 GB	30 GB	50 GB
Bandwidth	5 GB	10 GB	20 GB	30 GB	50 GB	Unlimited
Email Forwarders	10	50	50	150	250	500
Email Boxes	10	50	50	150	250	500
MySQL (1GB ea)	✗	3	3	5	25	50
FTP Accounts	✗	5	5	10	50	100
C-Panel® Access	✗	✓	✓	✓	✓	✓
1-Click Installs with Fantastico®	✗	✓	✓	✓	✓	✓
SSL Certificate	✗	✗	✗	✗	✓	✓
Static IP Address	✗	✗	✗	✗	✓	✓
Statistics	✓	✓	✓	✓	✓	✓
24/7 Connection Monitoring	✓	✓	✓	✓	✓	✓
Off-Site Backups	✓	✓	✓	✓	✓	✓
Concierge Services	✓	✓	✓	✓	✓	✓
Domain Management Services	✓	✓	✓	✓	✓	✓
Set-up Fees	✗	✗	✗	✗	✗	✗
Billed Monthly	\$10.	\$16.	\$30.	\$75.	\$150.	\$275.
Billed Annually	\$100. (2 months free!)	\$160. (2 months free!)	\$300. (2 months free!)	\$825. (1 month free!)	\$1650. (1 month free!)	\$3025. (1 month free!)

Why do I care about...

Hosting. Hosting is paying rent on the computer space and connectivity your website uses to remain connected to the internet 24/7/365. Every website needs hosting.

Domains. You may want to host multiple sites within the same hosting account, or have multiple domain names (www addresses) taking visitors to your site.

Sub-Domains. There are a number of reasons you might want to create a sub-domain address such as forum.yourdomain.com or reservations.yourdomain.com. Subdomain space is like setting up a whole new hosting location within your hosting location.

Parked Domains. This is popular with people who purchased their domain as not only .com but also .net, .tv or any of the other TLDs (domain name endings). When you park a domain on top of another domain, it doesn't matter which address is typed into a browser as they both bring up the same web page.

Disk Space. How much space do you need to store your website, all its photos, PDFs, docs, .xls, videos, music, etc.? We have given each of our hosting plans *considerably* more space than a site owner typically needs to go with the rest of the resources in a given hosting plan.

Bandwidth. This is the amount of bits and bytes of data that flow between the hosting computer and the computer of your site visitor. If they load a page and stop to read it – almost no bandwidth. If they watch a movie – lots of bandwidth. We set limits for each hosting account so that we are sure to have enough resources available for every site on the server. Don't worry if your site has a popularity moment and spikes bandwidth though as you won't be penalized or shut down for such overages. If it becomes a habit, we may need to look at a more robust hosting plan—but that's a great problem to have.

Email Forwarders. This is when we set up an email address, info@mydomain.com, for example, but instead of creating an email account, we tell it to just forward any mail with that address along to another email account. This is especially popular with people who love the email service they have already and don't want to complicate matters with another address but do want to have one they can publish which matches their website.

Email Boxes (aka Email Accounts). This is when we set up an email address, info@mydomain.com, for example, that you can check online through your choice of three programs (Horde, RoundCube and SquirrelMail), or connect to through your computer's mail software (Outlook, for example). Both POP and IMAP accounts are available (and if you don't know what that means, we can help you decide which is the best fit for you).

MySQL (1GB ea). In short, this is software that lets your site be run by a database. WordPress sites need MySQL. Some hosting companies charge extra for these; we do not.

FTP Accounts. FTP=File Transfer Protocol. FTP lets you connect to the hosting computer to upload, download or change files. It's a very handy tool if you know how to use it (and perfectly okay to ignore if you do not).

C-Panel® Access. If you're a geek, or geek in training, you'll want c-panel access to your site. This is an online interface that lets you manage all sorts of tasks within your hosting account, from installing programs to creating mail accounts, forwarders, backups and more. If that makes you nervous, it's okay; we'll manage it for you and only charge you when what you need is out of the scope of 'normal' for your level of account. And, if we do have to charge, you won't be surprised but rather part of the decision making.

1-Click Installs with Fantastico®. Oh, the fun you can have installing software in your hosting space! Fantastico® makes it super-easy to do so with just a few clicks.

SSL Certificate. If you are going to let people pass private information to you through your website (such as credit card information), you need an SSL Certificate. These are typically purchased through your domain registrar. Our e-commerce hosting accounts include our managing purchase and installation of a basic certificate on your behalf. You can upgrade your certificate at cost, if desired.

Static IP Address. IP, or Internet Protocol, addresses are how the internet connects computers like yours to websites. Our less robust hosting accounts share an IP address because it costs less and they have no need to have each their own. But when your site starts doing more interesting things, like transferring secure information, it needs to have a permanent address of its own in order for everything to be properly identified. If you have an SSL certificate, you need a static IP address. There are other reasons why you might want a static IP. If one is recommended for your site, we'll discuss this with you in more depth (or not, if you prefer!).

Statistics. Know when people are on your site, where they were before they came to you, what type of computer they were on, the size of their monitor and all sorts of facts that aren't connected to an individual person's name. Log File statistics, and a program called Analog come with all our hosting accounts. Upgrades to Google Analytics are available inexpensively.

24/7 Connection Monitoring. We employ a team to watch the hardware of our servers, replacing parts as needed and to know the instant the machine is in trouble. They are on-site in Texas, where our servers reside, to resolve problems as soon as they come up.

clerk@ilwaco-wa.gov	52 / 500 MB	Change Password	Change Quota	Delete	More ▼
council2@ilwaco-wa.gov	985 / 1000 MB	Change Password	Change Quota	Delete	More ▼
council3@ilwaco-wa.gov	3 / 250 MB	Change Password	Change Quota	Delete	More ▼
council4@ilwaco-wa.gov	140 / 500 MB	Change Password	Change Quota	Delete	More ▼
info@ilwaco-wa.gov	0 / 100 MB	Change Password	Change Quota	Delete	More ▼
legal@ilwaco-wa.gov	0 / 100 MB	Change Password	Change Quota	Delete	More ▼
mayor@ilwaco-wa.gov	0 / 100 MB	Change Password	Change Quota	Delete	More ▼
parks1@ilwaco-wa.gov	285 / 500 MB	Change Password	Change Quota	Delete	More ▼
parks2@ilwaco-wa.gov	155 / 300 MB	Change Password	Change Quota	Delete	More ▼
parks3@ilwaco-wa.gov	31 / 300 MB	Change Password	Change Quota	Delete	More ▼
parks4@ilwaco-wa.gov	160 / 300 MB	Change Password	Change Quota	Delete	More ▼
parks5@ilwaco-wa.gov	67 / 300 MB	Change Password	Change Quota	Delete	More ▼
planning2@ilwaco-wa.gov	99 / 250 MB	Change Password	Change Quota	Delete	More ▼
planning4@ilwaco-wa.gov	62 / 250 MB	Change Password	Change Quota	Delete	More ▼
planning5@ilwaco-wa.gov	65 / 250 MB	Change Password	Change Quota	Delete	More ▼
publicworks@ilwaco-wa.gov	661 / 700 MB	Change Password	Change Quota	Delete	More ▼
records@ilwaco-wa.gov	0 / 100 MB	Change Password	Change Quota	Delete	More ▼
treasurer@ilwaco-wa.gov	32 / 100 MB	Change Password	Change Quota	Delete	More ▼
wastewater@ilwaco-wa.gov	0 / 100 MB	Change	Change	Delete	More ▼

City Clerk

From: Wood, Russell <russell.wood@sos.wa.gov>
Sent: Tuesday, August 11, 2015 12:45 PM
To: clerk@ilwaco-wa.gov
Cc: Rebstock, Tracy
Subject: RE: email archiving

Holly,

Thank you for your email query dated August 11, 2015 seeking guidance on the retention of email for the City of Ilwaco.

The retention of emails, as with all formats of public records, is governed by chapter 40.14 RCW, especially RCW 40.14.070, and chapter 434-662 WAC.

It is important to understand that there is no single retention period for emails. The retention period for public records depends on the *function* and *content* of the record, not its format or method of transmission. How long emails need to be kept depends of the agency's business, legal and accountability needs to retain the evidence of the transaction that is documented in the email. Like public records in any format, some only need to be kept for a very short time, some need to be kept a little longer, and some will be "Archival" and kept forever.

The questions to ask to determine the function/content of emails are:

1. What is the email about? (content)
2. Why was it sent and for what purpose? (function)

The retention based on the function and content can be found in the records retention schedules. These schedules set out the minimum required retention periods and grant permission to either destroy or transfer the records at the end of that period. The current approved records retention schedules that apply to the City of Ilwaco are available from Washington State Archives' website at:

<http://www.sos.wa.gov/archives/RecordsManagement/Records-Retention-Schedules-for-Cities-and-Towns.aspx>

Simply keeping all emails is not the answer either. Storing every email is not the same as managing public records created and/or received as emails. Such a strategy is unlikely to be sustainable in the long run, will make it harder to locate the public records that do need to be retained and may not be the most efficient use of agency resources.

Washington State Archives also has a couple of recorded webinars which make be of assistance as well:

1. Email Management
2. Retention Schedules "Demystified"

I trust this advice has been of assistance to you. Please let me know if you have any further questions.

Kind regards,
Russell

Russell Wood
State Records Manager
Washington State Archives
Office of the Secretary of State
Phone: (360) 586-4900

40.14.070

Destruction, disposition, donation of local government records — Preservation for historical interest — Local records committee, duties — Record retention schedules — Sealed records.

(1)(a) County, municipal, and other local government agencies may request authority to destroy noncurrent public records having no further administrative or legal value by submitting to the division of archives and records management lists of such records on forms prepared by the division. The archivist, a representative appointed by the state auditor, and a representative appointed by the attorney general shall constitute a committee, known as the local records committee, which shall review such lists and which may veto the destruction of any or all items contained therein.

(b) A local government agency, as an alternative to submitting lists, may elect to establish a records control program based on recurring disposition schedules recommended by the agency to the local records committee. The schedules are to be submitted on forms provided by the division of archives and records management to the local records committee, which may either veto, approve, or amend the schedule. Approval of such schedule or amended schedule shall be by unanimous vote of the local records committee. Upon such approval, the schedule shall constitute authority for the local government agency to destroy the records listed thereon, after the required retention period, on a recurring basis until the schedule is either amended or revised by the committee.

(2)(a) Except as otherwise provided by law, no public records shall be destroyed until approved for destruction by the local records committee. Official public records shall not be destroyed unless:

(i) The records are six or more years old;

(ii) The department of origin of the records has made a satisfactory showing to the state records committee that the retention of the records for a minimum of six years is both unnecessary and uneconomical, particularly where lesser federal retention periods for records generated by the state under federal programs have been established; or

(iii) The originals of official public records less than six years old have been copied or reproduced by any photographic, photostatic, microfilm, miniature photographic, or other process approved by the state archivist which accurately reproduces or forms a durable medium for so reproducing the original.

An automatic reduction of retention periods from seven to six years for official public records on record retention schedules existing on June 10, 1982, shall not be made, but the same shall be reviewed individually by the local records committee for approval or disapproval of the change to a retention period of six years.

The state archivist may furnish appropriate information, suggestions, and guidelines to local government agencies for their assistance in the preparation of lists and schedules or any other matter relating to the retention, preservation, or destruction of records under this chapter. The local records committee may adopt appropriate regulations establishing procedures to be followed in such matters.

Records of county, municipal, or other local government agencies, designated by the archivist as of primarily historical interest, may be transferred to a recognized depository agency.

(b)(i) Records of investigative reports prepared by any state, county, municipal, or other law enforcement agency pertaining to sex offenders contained in chapter 9A.44 RCW or sexually violent offenses as defined in RCW 71.09.020 that are not required in the current operation of the law enforcement agency or for pending judicial proceedings shall, following the expiration of the applicable schedule of the law enforcement agency's retention of the records, be transferred to the Washington association of sheriffs and police chiefs for permanent electronic retention and retrieval. Upon electronic retention of any document, the association shall be permitted to destroy the paper copy

of the document.

(ii) Any sealed record transferred to the Washington association of sheriffs and police chiefs for permanent electronic retention and retrieval, including records sealed after transfer, shall be electronically retained in such a way that the record is clearly marked as sealed.

(iii) The Washington association of sheriffs and police chiefs shall be permitted to destroy both the paper copy and electronic record of any offender verified as deceased.

(c) Any record transferred to the Washington association of sheriffs and police chiefs pursuant to (b) of this subsection shall be deemed to no longer constitute a public record pursuant to RCW 42.56.010 and shall be exempt from public disclosure. Such records shall be disseminated only to criminal justice agencies as defined in RCW 10.97.030 for the purpose of determining if a sex offender met the criteria of a sexually violent predator as defined in chapter 71.09 RCW and the end-of-sentence review committee as defined by RCW 72.09.345 for the purpose of fulfilling its duties under RCW 71.09.025 and 9.95.420.

Electronic records marked as sealed shall only be accessible by criminal justice agencies as defined in RCW 10.97.030 who would otherwise have access to a sealed paper copy of the document, the end-of-sentence review committee as defined by RCW 72.09.345 for the purpose of fulfilling its duties under RCW 71.09.025 and 9.95.420, and the system administrator for the purposes of system administration and maintenance.

(3) Except as otherwise provided by law, county, municipal, and other local government agencies may, as an alternative to destroying noncurrent public records having no further administrative or legal value, donate the public records to the state library, local library, historical society, genealogical society, or similar society or organization.

Public records may not be donated under this subsection unless:

(a) The records are seventy years old or more;

(b) The local records committee has approved the destruction of the public records; and

(c) The state archivist has determined that the public records have no historic interest.

[2011 c 60 § 18; 2005 c 227 § 1; 2003 c 240 § 1; 1999 c 326 § 2; 1995 c 301 § 71; 1982 c 36 § 6; 1973 c 54 § 5; 1971 ex.s. c 10 § 1; 1957 c 246 § 7.]

Notes:

Effective date -- 2011 c 60: See RCW 42.17A.919.

Copying, preserving, and indexing of documents recorded by county auditor: RCW 36.22.160 through 36.22.190.

Destruction and reproduction of court records: RCW 36.23.065 through 36.23.070.

City Clerk

From: wendy@beachdog.com-Wendy Murry <wendy@beachdog.com>
Sent: Tuesday, September 01, 2015 10:01 AM
To: <clerk@ilwaco-wa.gov>
Subject: email

New password has been set for water@ to Waterworks4 sending screen shots of all the

council1@ilwaco-wa.gov	to	dejarch@willapabay.org
council2@ilwaco-wa.gov	to	vinessa.karnofski@gmail.com
council4@ilwaco-wa.gov	to	jon@chambreau.com
council5@ilwaco-wa.gov	to	gfornercouncil5@gmail.com
fireadmin@ilwaco-wa.gov	to	gfornercouncil5@gmail.com
firechief@ilwaco-wa.gov	to	ilwacofire@gmail.com
grayr@ilwaco-wa.gov	to	water@ilwaco-wa.gov
inspector@ilwaco-wa.gov	to	inspector@longbeachwa.gov
parks1@ilwaco-wa.gov	to	nickolas.haldeman@gmail.com
parks2@ilwaco-wa.gov	to	danielle.wilkie@gmail.com

forwarders.

parks4@ilwaco-wa.gov	to	rick.schimelpfenig@gmail.com
parks5@ilwaco-wa.gov	to	jkarni@hotmail.com
planning1@ilwaco-wa.gov	to	nansenmalin@gmail.com
planning2@ilwaco-wa.gov	to	sherribuckel@gmail.com
planning3@ilwaco-wa.gov	to	cddiehl@gmail.com
planning5@ilwaco-wa.gov	to	hbeller@centurytel.net
planning5@ilwaco-wa.gov	to	hollybeller@remax.net
policechief@ilwaco-wa.gov	to	lbpdchief@centurytel.net
webmaster@ilwaco-wa.gov	to	webmaster@beachdog.com

Thank you.
Wendy Murry, Social Media Development

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

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 08/24/15 Council Business Item:
09/14/15

B. Issue/Topic: **Ordinance Establishing Procedures for Billing Errors**

C. Sponsor(s):

1. Marshall
- 2.

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

1. For a variety of reasons, utility billing can include errors. These errors may be due to the wrong rates being applied, failure to bill at all or overbilling. All of these are common issues with utilities.
2. The City of Ilwaco has encountered billing errors.
3. The City of Ilwaco has no Council-established policy for dealing with billing errors.

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

In view of the financial resources of the City vs. our utility customers, it appears appropriate to refund any overbilled / overpaid amounts as soon as they are found. But there's no policy for this. The State of Washington RCW limits the reach back period to 6 years:

RCW 4.16.040 Actions limited to six years.

The following actions shall be commenced within six years:

(2) an action upon an account receivable. For purposes of this section, an account receivable is any obligation for payment incurred in the ordinary course of the claimant's business or profession, whether arising from one or more transactions and whether or not earned by performance.

The purpose of RCW 4.16.040 appears to focus on other matters but nonetheless,

"MRSC takes the position that the six-year statute of limitation for actions upon an account receivable in RCW 4.16.040(2) would apply to underpayment of a utility bill" – [and apparently this would apply either for a business or a residence].

Note that the RCW and MRSC opinion is about a ***limitation*** on City action to 6 years. The City may establish a limit up to and not exceeding 6 years.

Utilities across the country, in states with the same 6-year statute of limitations, use a shorter period such as 1 to 2 years.

Utilities across the country generally do not charge interest or penalties on amounts payable due to billing errors and generally extend payment plans.

It may be argued that errors for years past have been reflected in the budgets.

It may be argued that errors for years past are still errors that need to be made right.

It may be argued that errors are the responsibility of he who makes the error.
It may be argued that if service was received then it should be paid for.

- Enact legislation that sets uniform policy for:
 - refund of overpayments
 - reach back period for underpayments due to billing errors <<**DECIDE HOW LONG**
 - no interest or penalties on any amount payable due to billing errors (but normal interest and penalties may be applied after the payable and payable schedule is established).
 - payment plan for payables due to billing errors over a period of time not greater than the period of billing errors.

F. Impacts:

1. Fiscal:
2. Legal: This ordinance has been reviewed by Heather Reynolds, and suggested edits have been incorporated.
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments:

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to enact Ordinance XXX that adds to Title 13 Paragraph 13.06.025 to the Ilwaco Municipal Code establishing methods for dealing with overpayments and underpayments due to billing errors.**

City Clerk

From: Heather Reynolds <heather@reynoldsattorney.com>
Sent: Thursday, August 20, 2015 1:38 PM
To: clerk@ilwaco-wa.gov
Subject: billing adjustments
Attachments: 08-19-2015 ORDINANCE XXX BILLING ERRORS.docx

Holly,
In reviewing the proposed ordinance, I am concerned by the timelines presented. Here is MRSC's summary of the existing law on over/under payment:

Billing Adjustments

In situations of leakage or other errors, if a customer is overcharged they are entitled to the amount overcharged plus interest on the amount collected in error. In our opinion, the statute of limitations applicable to refunding water service overpayments, whether due to a billing error, meter reading error, or a faulty water meter, is three years from discovery of the error by the customer or from when notified of the error by the city. If a claim for a refund is then made within that three-year period, it appears, based on Western Lumber. v. Aberdeen, 10 Wn. App. 325 (1973), that the entire overcharged amount is then owed. However, these matters should be discussed with legal counsel before a refund is calculated. If a utility discovers that it has been undercharging a customer, the utility can, and should, require the customer to render the amount of any underpayment. MRSC takes the position that the six-year statute of limitation for actions upon an account receivable in RCW 4.16.040(2) would apply to underpayment of a utility bill.

This is basically saying that there is a three year statute of limitations on refunds for overpayment, and if not otherwise set by ordinance, this would be the time period applied. If the discovery and claim are made within 3 years of the error, then the entire amount overcharged is due. If the city undercharges, then the statute of limitations is six years, unless otherwise established by ordinance. This ordinance limits the time the City can collect from a property owner to 2 years. Although it doesn't say specifically, it arguably applies in the case of fraud on the part of the property owner as well as unintentional error.

I also note that if a property owner intentionally defrauds the City, the City still is not able, under this ordinance, to collect penalties and interest.

I would think if you want a set time-frame on billing different than provided by statute, it might be good, for the sake of consistency, to have the same time frame for both to overpayment and underpayment. I would further set the time period at three years, simply to correlate with the statutory limitations on overpayment. Then the issue of whether the error was intentional or not becomes moot. (If it is 2 years, then there is a year period under the statute of limitations for fraud where the issue of whether the underpayment was fraudulent becomes relevant).

I have attached some suggested changes. The time frames are merely suggestions for the Council to consider, but the clarification that there is a start date for the time period for claims is necessary. I have suggested the start date be the date of receipt of written identification to or by the City. There also needs to be a start date for the 30 day period during which the City must pay a refund.

Heather

Heather Reynolds
Attorney at Law
PO Box 145

Section 2. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 3. Referendum and Effective Date. This Ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS _____ DAY OF _____, 2015.

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Fornier	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year

City Clerk

From: Joe Levan <jlevan@mrsc.org>
Sent: Tuesday, August 25, 2015 10:32 AM
To: clerk@ilwaco-wa.gov
Cc: Toni Nelson
Subject: Unpaid Utility Charges
Attachments: ORDINANCE XXX BILLING ERRORS.docx

To: Holly Beller

Toni Nelson forwarded your question to me because I'm one of MRSC's attorneys, and your question involves legal issues.

Regarding your request for review of the proposed ordinance, I can provide guidance related to legal aspects of the ordinance, but it's important that you and the city council consult with the city attorney, as the city's legal advisor, regarding the city's official legal review of the ordinance.

In addressing similar situations in which a city water and/or sewer utility is owed money due to customer underpayment or nonpayment, we've indicated that RCW 4.16.040 provides for a six-year statute of limitations for various actions, including an action on an account receivable. RCW 4.16.040(2) provides:

An action upon an account receivable. For purposes of this section, an account receivable is any obligation for payment incurred in the ordinary course of the claimant's business or profession, whether arising from one or more transactions and whether or not earned by performance.

The proposed ordinance addresses situations in which an error has been made resulting in under-billing of an account. As a threshold matter, I'm presuming that this provision is intended to address errors made by the city, and not errors made by customers (e.g., if the city offers some types of discounts for certain customers and the customer misrepresents his/her eligibility for such a discount). To avoid confusion, I think the ordinance should clarify the types of errors at issue.

I would regard an undercharge by the city related to utility customers as an "account receivable" subject to the six-year statute of limitations under RCW 4.16.040(2) to the extent the charge constitutes an obligation for payment incurred in the ordinary course of the utility's business, arising from one or more transactions, and whether or not earned by performance.

The proposed ordinance provides that the city will reach back no more than two years regarding such undercharges. In that RCW 4.16.040(2) provides the authority for the city to reach back six years, I think the city would need a valid justification, based on a proper municipal purpose, to reach back only two years. If the city, for example, were to forgo what's owed by a utility customer for services provided by the city, even in situations in which the city made an error, I think the city should consider possible implications related to the lending of credit and/or gift of funds prohibitions in Article VIII Section 7 of the state constitution to the extent the city wouldn't be collecting what's owed for services provided. That said, I think a consideration that should be part of the calculation in such situation is the cost to the city in collecting what is owed relative to what is actually owed by the customers at issue. Also, to the extent the customers at issue are poor and/or infirm, note that the lending of credit and gift of funds prohibitions don't apply if the expenditure – or the revenue forgone – is for the benefit of the poor or infirm, so the city has more flexibility on this issue related to such customers.

I recommend that you consult with the city attorney regarding how best to proceed, in light of RCW 4.16.040, as well as in the context of the other considerations described above. I think the city has options here, but the council will need to work with the city attorney to think through the implications. Please feel free also to call me at one of the numbers below if you'd like to discuss this further.

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

Joe Levan

Legal Manager – Lead Attorney

206.436.3797/800.933.6772 | [MRSC.org](#) | Local Government Success

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

Name: Holly Beller

Title: Deputy City Clerk

Phone: 360 642 3145

Email: clerk@ilwaco-wa.gov

One of our councilmembers is proposing an ordinance which limits how long the city can collect for unpaid utility charges to 2 years, when it has been the oversight of the city causing the non payment. May I send the ordinance to someone at MRSC to review and give me feedback?

Section 2. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 3. Referendum and Effective Date. This Ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS _____ DAY OF _____, 2015.

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, Deputy City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year

City Clerk

From: Yeckley, Chance <Chance.Yeckley@weyerhaeuser.com>
Sent: Monday, August 17, 2015 5:39 AM
To: clerk@ilwaco-wa.gov
Cc: Flint, Benjamin
Subject: RE: timber purchase

Holly,

The city has no contractual responsibility to have WCTL remove the ROW. This is generally how we do things with other entities if we cut their timber for a road or anything else. The city can pay to have someone else cruise it and remove it if you wish however the costs associate with cruising and extracting 17 loads of timber through a private outfit would significantly outweigh what we are offering you for the timber. If you choose to go that route you would not be responsible for the extraction cost from us as we would not remove it at the point. The city would be responsible to remove it on their own and the costs associated with that option. You also have the option of not doing anything with it. Let me know what you decide. Feel free to call me for clarification.

Thanks,
Chance J. Yeckley
Operations Forester - SWW Tree Farm

Weyerhaeuser Columbia Timberlands
PO Box 667, 10 International Way, Longview, WA 98632
Phone 360.355.0333 Fax 360.575.5932
chance.yeckley@weyerhaeuser.com

From: City Clerk [<mailto:clerk@ilwaco-wa.gov>]
Sent: Friday, August 14, 2015 2:41 PM
To: Yeckley, Chance
Subject: RE: timber purchase

Chance,

I have a question about the extraction costs. If the city were to have a cruise done on the timber that was removed from the ROW and we sold it to a private party, would we still be responsible for the extraction cost? Does the city have a contractual responsibility to have the ROW cleared for WCTL?

Holly Beller
Deputy City Clerk
City of Ilwaco
360-642-3145
clerk@ilwaco-wa.gov
www.ilwaco-wa.gov



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opportunity provider and employer*

From: Yeckley, Chance [<mailto:Chance.Yeckley@weyerhaeuser.com>]
Sent: Friday, August 14, 2015 12:02 PM
To: clerk@ilwaco-wa.gov
Cc: Flint, Benjamin <Benjamin.Flint@weyerhaeuser.com>
Subject: RE: timber purchase

Holly,

I apologize for the wait. We finally got the information together. We were waiting for an adjacent harvest unit to be complete so that we could see actual deliverables from that unit and get better data to use for the appraisal. This is mainly due to an uptick in the market prices. Attached you will find the offer letter and a breakdown of how we came to the number we are offering. Let me know if you have any questions or your need any further explanation.

Thanks,
Chance J. Yeckley
Operations Forester - SWW Tree Farm

Weyerhaeuser Columbia Timberlands
PO Box 667, 10 International Way, Longview, WA 98632
Phone 360.355.0333 Fax 360.575.5932
chance.yeckley@weyerhaeuser.com

From: City Clerk [<mailto:clerk@ilwaco-wa.gov>]
Sent: Friday, August 14, 2015 9:20 AM
To: Yeckley, Chance
Subject: RE: timber purchase

Hi Chance,

I just wanted to check in and see if you have had an opportunity to get this information together?

Holly Beller
Deputy City Clerk
City of Ilwaco
360-642-3145
clerk@ilwaco-wa.gov
www.ilwaco-wa.gov



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From: Yeckley, Chance [<mailto:Chance.Yeckley@weyerhaeuser.com>]
Sent: Friday, July 24, 2015 2:11 PM
To: <clerk@ilwaco-wa.gov> <clerk@ilwaco-wa.gov>
Subject: Re: timber purchase

Hi Holly,

I wanted to let you know I won't be able to get those #'s to you today. I got pulled out to do something last minute and wasn't able to put it together. I apologize for the inconvenience. I will be in the office Monday and will hopefully get it to you then.

Thanks,
Chance J. Yeckley
Operations Forester - SWW Tree Farm

Weyerhaeuser Columbia Timberlands
PO Box 667, 10 International Way, Longview, WA 98632
Phone 360.355.0333
Fax 360.575.5932

On Jul 23, 2015, at 9:21 AM, City Clerk <clerk@ilwaco-wa.gov> wrote:

Thanks!

From: Yeckley, Chance [<mailto:Chance.Yeckley@weyerhaeuser.com>]
Sent: Wednesday, July 22, 2015 6:06 PM
To: <clerk@ilwaco-wa.gov> <clerk@ilwaco-wa.gov>
Subject: Re: timber purchase

Holly,

That shouldn't be a problem. I apologize for not getting it to you. We've been busy and it fell off my radar temporarily.

Thanks,
Chance J. Yeckley
Operations Forester - SWW Tree Farm

Weyerhaeuser Columbia Timberlands
PO Box 667, 10 International Way, Longview, WA 98632
Phone 360.355.0333
Fax 360.575.5932

On Jul 22, 2015, at 2:12 PM, City Clerk <clerk@ilwaco-wa.gov> wrote:

Hi Chance,

Any possibility of getting the contract proposal for the timber purchase today or tomorrow? If so, I can put it on the agenda for Monday's meeting.

Thanks,

Holly Beller
Deputy City Clerk
City of Ilwaco
360-642-3145
clerk@ilwaco-wa.gov
www.ilwaco-wa.gov

<image001.jpg>

Timber Valuation:

Right-of-way Timber owned by the City of Illwaco

This valuation was conducted by Weyerhaeuser Columbia Timberlands, LLC (WCTL) for the purpose of purchasing 17 truckloads of right-of-way timber from the City of Illwaco that were severed during the utilization of easements rights under a Statutory Warranty Deed (AFN 88782, Vol. 8803, Pg. 707) between Weyerhaeuser Company and the Town of Illwaco on March 24, 1988. The net value of the timber includes the fair market value less the cost of timber extraction.

Fair Market Value (FMV)

- 17 truckloads of timber were identified by field staff.
- Loads were mixed softwood/hardwood and mixed saw-log, chip-n-saw and pulp.
- Given the variability, the average fair market value across all sorts was used.
- Average fair market value consists of the preferential pricing provided to Weyerhaeuser from our various wood delivery destinations.
- All valuations were completed in cunnits (CCF) which equals 100 cubic feet.
- Adjacent timber harvesting data shows an average truckload size of 9 CCF.

Break Out:

- 17 truckloads x 9 CCF/truckload = 153 CCF Total
- 153 CCF x \$171.03/CCF Avg. FMV = \$26,167.59
- Total FMV Appraisal of Timber = \$26,167.59

Cost of Timber Extraction

- The cost of timber falling, log processing, log loading and the prorated road cost share are known values.
- The prorated road cost share is based on the percentage of volume hauled on the road by each entity. In this case the prorated road cost share for the City of Illwaco is 8.13%.
- The cost of timber hauling utilized here is based on our contracted hourly rate with trucking contractors, the distance from wood delivery destinations and the current average diesel price per the Department of Energy.

Break Out:

- Timber Falling: \$19.60/CCF, \$19.60/CCF x 153 CCF = \$2,998.80
- Process and Load: \$33.00/CCF, \$33.00/CCF x 153 CCF = \$5,049.00
- Timber Hauling: \$23.49/CCF, \$24.49/CCF x 153 CCF = \$3,593.97
- Prorated Road Costs:
 - o 153 CCF City of Illwaco
 - o Total cost: \$46,380.00 x 1881 CCF WCTL = \$3,770.69
- Total Cost of Extraction: \$15,412.46

Total Amount to be Paid for Timber

- FMV \$26,167.59 – Ex. Cost \$15,412.46 = \$10,755.13

Valuation Completed By:


Benjamin Flint
Functional Engineering Lead – SWW Tree Farm

Columbia Timberlands • 10 International Way • Longview, WA, 98632

6/30/2015

Holly Béller
Deputy City Clerk
City of Ilwaco
PO Box 548
Ilwaco, WA, 98624

Dear Recipient,

Subject: Purchase of Right-of-Way Timber

Weyerhaeuser Columbia Timberlands LLC (WCTL) and City of Ilwaco previously negotiated an agreement in which WCTL will compensate the City of Ilwaco \$10,755.13 for the purchase of 17 loads of merchantable right-of-way timber. The timber was removed as a result of WCTL executing their right of easement per a statutory warranty deed (AFN 88782, Volume 8803, page 707) between Weyerhaeuser Company and Town of Ilwaco on March 24, 1988.

WCTL shall maintain the right-of-way to a reasonable road standard as directed by our existing Statutory Warranty Deed commitments, during and after log hauling. The check will be mailed once the terms are accepted or a electronic payment can be made if the City has ACH. If you have any questions and/or concerns regarding the information presented herein, please feel free to contact me at (360) 355-0333.

Regards,



Chance J. Yeckley
Operations Forester-SWW Tree Farm

City Clerk

From: Yeckley, Chance <Chance.Yeckley@weyerhaeuser.com>
Sent: Monday, August 17, 2015 5:39 AM
To: clerk@ilwaco-wa.gov
Cc: Flint, Benjamin
Subject: RE: timber purchase

Holly,

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Chance J. Yeckley
Operations Forester - SWW Tree Farm

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To: Yeckley, Chance
Subject: RE: timber purchase

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Holly Beller
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Subject: RE: timber purchase

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Sent: Friday, July 24, 2015 2:11 PM
To: <clerk@ilwaco-wa.gov> <clerk@ilwaco-wa.gov>
Subject: Re: timber purchase

Hi Holly,

EXHIBIT A

PARCEL 1

Beginning at the East Quarter corner of Section 29, Township 10 North, Range 10 West, Willamette Meridian Pacific County, Washington, being the Southeast corner of the property being conveyed; thence North 89°33'38" West, along the center section line of Section 29, a distance of 828.10 feet to the Southwest corner of the parcel being conveyed; thence North 01°12'32" East, a distance of 621.28 feet to a point on the property of Johnson et al.; thence South 31°02'55" East, a distance of 454.27 feet along the said Johnson et al. property line to a point; thence North 23°57'05" East, 396.00 feet along said property line to a point; thence North 66°02'55" West, 396.00 feet along said property line to a point; thence North 72°27'39" East, a distance of 281.56 feet to a point on the West right-of-way line of the 60-foot relocated Walberg County Road; thence North 02°12'14" East, a distance of 559.92 feet to a point; thence North 46°36'26" East, a distance of 205.30 feet to a point; thence North 57°27'57" East, a distance of 251.69 feet to a point; thence South 89°23'25" East, a distance of 210.99 feet to a point on the East section line of Section 29; thence South 02°44'45" West, along the East section line a distance of 1681.42 feet to the East Quarter corner of Section 29 and the point of beginning.

PARCEL 2

That portion of the North Half of the Northeast Quarter of the Southwest Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 29, Township 10 North, Range 10 West, Willamette Meridian, Pacific County, Washington, being Southeast of the Walberg County Road right of way and described as follows:

Beginning at the center section corner of Section 29, Township 10 North, Range 10 West, Willamette Meridian; thence South 01°18'28" West, 406 feet along the center section line to the Southeast right-of-way line of the Walberg County Road which is the true point of beginning of the property acquisition; thence South 67°57'00" West along the Southeast right-of-way line a distance of 465 feet; thence South 25°00'00" West along the right-of-way line a distance of 91 feet to the South line of the North Half of the Northeast Quarter of the Southwest Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 29; thence South 89°33'38" East along said line a distance of 463.53 feet to the center section line; thence North 01°18'28" East along the center section line a distance of 260 feet to the point of beginning.

PARCEL 3

The West Half of the Northwest Quarter ($W\frac{1}{2}NW\frac{1}{4}$) of Section 34, Township 10 North, Range 10 West, Pacific County, Washington.

L58046C

EXHIBIT B

MINERAL RESERVATION

Boise Cascade hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself, its successors, and assigns, forever, all geothermal steam and heat and all metals, ores, and minerals of any nature whatsoever in or upon said land, including but not limited to coal, lignite, peat, oil, and gas, including coal seam gas, together with the right to enter upon said lands for the purpose of exploring the same for such geothermal resources, metals, ores and minerals, and drilling, opening, developing, and working mines and wells thereon and taking out and removing therefrom, including by surface mining methods, all such geothermal resources, metals, ores and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purpose; provided, Ilwaco and Ilwaco's representatives, successors, and assigns shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops, or to the improvements thereon caused by the exercise of any rights herein reserved, provided, further, that the exercise of such rights by Boise Cascade shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

EXHIBIT C

RESERVATION OF RIGHTS TO USE ROADS

The Grantor, Boise Cascade Corporation, reserves, for itself and any successor owners of any tributary lands, the right to use and maintain all haul roads now existing on the lands hereby conveyed and any replacement roads or extensions that may be constructed by or for Grantee or its successors for purposes of commercial timber management on lands now or hereafter owned or controlled by the Grantor or its successors that are tributary to such roads. For this purpose, lands shall be considered "tributary" to a road segment if the road segment could be reasonably used in the ordinary course of business for access to the lands for commercial timber management purposes, and "commercial timber management" includes timber harvesting and hauling, site preparation for reforestation, protection of timber crops from fire, disease, pests and competing vegetation, and hauling of rock or other road building materials, and equipment in preparation for or in connection with any such activities.

EXHIBIT D

TIMBER RESERVATIONS AND TIMBER MANAGEMENT COVENANTS

The following reservations and covenants apply to Parcel 3 of the property described on Exhibit A:

1. Boise Cascade for itself, its successors and assigns, reserves all timber and trees of every species now or at any time during the term of this reservation growing, lying, or being on Parcel 3 for a term of 40 years from the date of recording this conveyance. Boise Cascade, its successors and assigns, shall have the right to enter upon said Parcel 3 from time to time during the term of this reservation for purposes of thinning, fire control, pest control, fertilization, other generally accepted silvicultural practices, road construction, and harvesting and removal of timber subject to the terms hereof. Boise Cascade may enter and remove timber on one or more occasions in its discretion. Boise Cascade shall be responsible for the payment of any harvest severance taxes incurred as a result of the harvesting and removal of said timber.

2. Boise Cascade will give Ilwaco three years' notice before exercising any of the harvest rights hereby reserved. If Boise Cascade gives notice of intent to harvest but is unable to obtain necessary regulatory permits to do so, it may elect either to extend the timber reservation until it is able to remove the reserved timber or to sell such timber to Ilwaco at its then current market value, disregarding any adverse effects on market value attributable to its location within a municipal watershed or

unavailability of harvest permits. If Boise Cascade elects to sell such timber to Ilwaco, Ilwaco shall pay to Boise Cascade the fair market value of the timber as agreed by the parties, or as determined by an independent appraisal if they cannot so agree, within 60 days of Boise Cascade's notice to Ilwaco of its election to have Ilwaco purchase the timber.

3. Boise Cascade will release its rights under the timber reservation when Parcel 3 has been completely harvested.

4. Boise Cascade will be responsible for any post-harvest slash disposal and reforestation to the extent necessary to meet normal regulatory requirements for comparable timberlands outside municipal watersheds. Boise Cascade will indemnify Ilwaco against any penalties and other costs imposed by regulatory agencies for failure to meet normal regulatory requirements relating to slash disposal and reforestation, but Ilwaco will reimburse Boise Cascade for any additional slash disposal or reforestation costs attributable to the fact that the lands are used for domestic water supply purposes.

5. Boise Cascade's right to manage and protect the reserved timber by thinning, fire control, pest control, fertilization, and other generally accepted silvicultural practices, shall be subject to Boise Cascade's:

(a) compliance with all applicable state laws and regulations generally applicable to similar operations in municipal watersheds;

(b) not applying pesticides within the watershed without approval of Ilwaco, which approval will not be unreasonably withheld;

(c) giving Ilwaco 90 days' notice before commencing any forest practice, except in emergencies where Boise Cascade will give notice as soon as practicable; and

Boise Cascade does not guarantee that the area will be adequately protected from fire, pests, or other damage and will have no responsibility to Ilwaco for any damage occurring to the timber from natural or other causes.

6. The Town of Ilwaco agrees not to unreasonably interfere with Boise Cascade's harvest of the reserved timber or with Boise Cascade's management of the reserved timber stands. Ilwaco will cooperate with Boise Cascade to manage the water supply system in a manner which minimizes the possibility of adverse effects being caused by Boise Cascade's timber harvest and silvicultural operations.

SERVICE AGREEMENT
BETWEEN
CITY OF ILWACO
AND
PORT OF ILWACO

This Agreement is made and entered into this _____ of _____, 2015, between the **City of Ilwaco**, hereinafter referred to as "the City" and the **Port of Ilwaco**, hereinafter referred to as "the Port", both Municipal corporations created and existing under the laws of the State of Washington.

WHEREAS, the City presently furnishes fire protection services within its boundaries, including fire suppression, rescue, hazardous material spill response, fire vehicle maintenance, fire prevention, pre-fire inspections, public education and emergency life support services as well as the administrative services necessary to support said programs; and

WHEREAS, the Port is a major recipient of the City services but has not contributed to the cost of the services, which causes a substantial hardship for the City and diminishes the level of service that can be provided; and

WHEREAS, Chapter 39.34 of the Revised Code of Washington authorizes local governments to enter into agreements for joint or cooperative action furnishing area-wide emergency services; and

WHEREAS, the parties desire to provide for a more efficient means of providing fire-fighting and fire protection services within the Port district and the Port desires to provide funding for the City for the services;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the parties do hereby agree as follows:

1. TERM:

The term of this Agreement shall be indefinite, in effect beginning on January 1st of any given year, until revised by mutual agreement or terminated as outlined in Section 9. The compensation contribution shall be reviewed annually.

2. SERVICE AREA:

The services contracted for herein shall be provided at any and all Port of Ilwaco facilities within the limits of the City of Ilwaco, and also, the Port of Ilwaco airport located in unincorporated Pacific County.

3. THE PORT SHALL:

- a. Pay to the City \$4,500 per year in contributions for services. Payment shall be made in equal halves on March 1st and October 1st of each calendar year. This rate will remain in effect until such time as changes are mutually agreed by both parties, provided the Port is notified by August 1st of the preceding year.

- b. Pay to the City \$1,500 per year in contributions for the purchase of specific marina related capital equipment for the Fire Department. Payment shall be made in full on March 1st. This amount may be increased by mutual agreement of the parties provided the Port is notified by August 1st of the preceding year.
- c. Provide and make available to the City for its use any Port-owned fire suppression equipment.
- d. Maintain access to fire hydrants, including adequate markings and/or signage of fire lanes.
- e. Post signage at access to docks stating that fueling is prohibited other than at fueling facilities.
- f. Provide an emergency contact list of Port staff. This list should be reviewed annually by both entities.
- g. Advise Fire Department of Port infrastructure and utilities annually to identify critical matters (electrical shutoffs, locks, water valves, etc.).

4. THE CITY SHALL:

- a. Respond to all fire, hazardous material, and lifesaving related alarms within the Port, provide fire prevention, pre-fire inspection, community services and such other usual and customary services as are provided within the City. It is specifically understood and agreed by the Port that the City may, in responding to specific incidents or requests for assistance, rely on support provided through mutual aid or interlocal cooperation agreements in addition to its own personnel, vehicles and equipment.
- b. The City makes no guarantee or assurance of providing responses within any specific period of time or of the number or types of equipment and number of personnel that will respond at any particular emergency. The duty of the City to provide emergency services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the City does not incur a special duty to the Port, the property owners or occupants of the Port District.
- c. Agree that during the term of this Agreement, all emergency medical services and fire protection services supplied by the City, and the vehicles and the vehicles and personnel used to supply such services will, subject to budgetary limitations meet applicable Washington statutory and regulatory requirements.
- d. Agree to discuss with the Port, prior to implementation, any operational changes or new programs, which may impact future costs of fire service in the City.
- e. Maintain suitable records of all services provided herein in accordance with the applicable Washington State Department of Archives record retention schedule.

- f. Provide the Port with an annual written report from the Fire Chief outlining the number and types of emergency related calls to the Port. At least one time per year the Fire Chief will attend a Port Commission meeting to make a report and answer any questions
- g. Conduct a joint training exercise with the Ilwaco Fire Department (including any mutual aid departments), the City of Ilwaco and Port of Ilwaco staff. This would include a pre-exercise session, actual emergency drill, and a post exercise session.
- h. For reimbursement of any emergency related expenses incurred by the City and/or Fire Department, the City shall first follow up with the private parties involved, such as the Port's tenants or moorage customers, and their respective insurance carriers.
- i. Regularly provide the Port with a copy of all current and any updated mutual aid agreements the Fire Department has with any respective entities.

5. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Each of the parties agrees that, insofar as it is authorized to do so, from time to time, under the laws of the State of Washington, it will protect, save and hold harmless the other party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.

The parties further agree that in the case of negligence by both, any damages, costs, or other expenses allowed shall be levied in proportion to the percentage of negligence attributable to each party.

6. DEFAULT:

Failure by either party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other party to declare a default.

7. WAIVER:

Failure by either party to strictly enforce any provision hereof or to declare a breach shall not constitute a waiver thereof, nor shall it waive said party's right to demand strict performance of that or any other provision of this Agreement at any time thereafter.

8. ENTIRE CONTRACT:

This instrument constitutes the entire agreement between the parties and supersedes all prior agreements. The parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modification of this Agreement shall have no force or effect unless in writing signed by both parties.

9. TERMINATION:

This Agreement may be terminated by either party when that party gives notice to the

other party in writing at least 30 days prior to its intended withdrawal from this Agreement.

10. SEVERABILITY:

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

11. BENEFITS:

This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, to any third persons.

12. NOTIFICATION:

Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing by certified mail, return receipt requested, by enclosing said notice in a postage prepaid envelope addressed as follows:

To the City:

City of Ilwaco
Attn: City Clerk
PO Box 548
Ilwaco, WA 98624

To the Port:

Port of Ilwaco
Attn: Port Manager
PO Box 307
Ilwaco, WA 98624

APPROVED by the City of Ilwaco Council and signed by the Mayor of Ilwaco this _____ day of _____, 2015.

APPROVED by the Commissioners of the Port of Ilwaco and signed by the Chair this _____ day of _____, 2015.
