



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, February 22, 2016**

6:00 p.m. REGULAR COUNCIL MEETING

AGENDA

A. Call to order

B. Flag Salute

C. Roll Call

D. Approval of Agenda

E. Consent Agenda

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

1. Approval of Minutes (TAB 1)

- a. February 8, 2016 Workshop – SMP
- b. February 8, 2016 Regular Meeting

2. Claims & Vouchers (TAB 2)

- a. Checks: 38654 to 38655 + electronic payments \$17,348.04
 - b. Checks: 38653, and 38656 to 38683 \$34,908.57
- GRAND TOTAL: \$52,256.61

F. Reports

- 1. Staff Reports (TAB 3)
 - a. Treasurer's Report
- 2. Council Reports
- 3. Mayor's Report - 2016 State of the City

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

I. Discussion

1. **SPCHS as City’s Shelter of Record** (TAB 9)– *Cassinelli*
2. **RCO Grant Contract to Transform City Park – Phase 1** (TAB 10)– *Karnofski*
3. **Short Term Vacation Rentals** (TAB 11) – *Cassinelli*
4. **Temporary Stockpile Removal** (TAB 12) - *Chambreau*

J. Correspondence and Written Reports

1. Gray & Osborne SOW Revision for Bio Solids Permit Renewal
2. 2016 AWC Board of Directors Recruitment Letter
3. WTP & WWTP Audit Costs

L. Future Discussion/Agendas

1. Annual WTP and WWTP Internal Audits - *Chambreau*
2. Should the City lend appropriate equipment to the cemetery for necessary repairs following the slide – *Chambreau*
3. Update to Critical Areas Ordinance - *Cassinelli*
4. Comprehensive Plan Amendment – *Cassinelli*
5. Neighborhood Preservation Ordinance - *Cassinelli*
6. Ordinance Amending Title 8 – Health and Safety - *Cassinelli*

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	03/14/16 03/28/16	6:00 p.m.	Community Building
Planning Commission	Regular Meeting	Tuesday	03/01/16	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Tuesday	03/08/16	6:00 p.m.	Fire Hall
Port/City Meeting	Regular Meeting	Tuesday	03/08/16	5:00 p.m.	Port Meeting Rm



**CITY OF ILWACO
SMP Workshop
Monday February 8, 2016**

A. Call to Order

Mayor Cassinelli called the workshop to order at 4:02.

B. Present: Councilmembers: Jensen, Karnofski, Marshall, Chambreau and Forner; Department of Ecology Representative: Kim Zwalenburg; Mark Daniel from the Watershed Company Dale Beasley, Citizen; Treasurer Ariel Smith

C. Shoreline Master Program Update Discussion

Mark Daniel led the discussion going over specific tables within the plan, table 7.1 shoreline use, development and modification matrix. This table addresses development that would directly affect the shoreline. There was some discussion surrounding this table, along with table B3-1 Shoreline riparian habitat area widths. This table laid out the buffers for shoreline jurisdictions and again there were specific questions that were addressed. There was also questions from the Council regarding when this document had be to updated, whether or not amendments could be made. Kim stated that updates are done every 8 years and that amendments are welcome at any time. Another major point that was made during the discussion was that zoning within the SMP needs to be consistent with the City's zoning ordinance. Discussion continued, variances were mentioned as were condition use permits. As well as a new underwater place to possibly relocate dredge spoils. Mark and Kim answered various questions and made a point to address the Council's concerns. Council is to submit revisions and questions to the City Clerk who will then forward them onto Mark. Mark will create another draft version in the months to come and will submit that to Ecology for review.

D. Adjournment

Councilmember Marshall adjourned the workshop at 5:45 p.m.

Mike Cassinelli, Mayor

Ariel Smith, Treasurer



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, February 08, 2016**

A. Call to Order

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

B. Flag Salute

1. The Pledge of Allegiance was recited.

C. Roll Call

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

D. Approval of Agenda

1. **ACTION: Motion to approve the agenda as presented. (Karnofski/Forner) 5 Ayes 0 Nays 0 Abstain.**

E. Approval of Consent Agenda

1. Including Checks 38599 to 38604 + Electronic totaling \$28,895.42, Checks: 38605 to 38652 totaling \$88,696.47 for a grand total of \$117,591.89.
ACTION: Motion to approve the consent agenda. (Karnofski/Jensen) 5 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

i. Parks and Recreation Commission

Councilmember Karnofski mentioned that Park and Rec. has a meeting on February 9th at 6pm at the Fire Hall.

ii. Fire Chief Report

Councilmember Forner reported that L&I had been at the fire hall multiple times in the past month conducting an inspection. They are a couple things that the department needs to improve on but they are overall in good standing. The exit conference will be scheduled for some time in the next couple weeks.

2. Council Reports

- i. Councilmember Jensen went on to elaborate on the fire hall's inspection as he attended the last fire meeting where the L&I inspector was present.

- ii. Councilmember Karnofski acknowledged the workshop that had just occurred regarding the SMP. She also mentioned a Wellspring event that occurred last Tuesday and that was well attended.
- iii. Councilmember Marshall mentioned that he was working on a review of the planning and permitting process with Councilmember Chambreau.
- iv. Councilmember Chambreau added to Councilmember Marshall's report and that he has been investigated wastewater and water treatment plant audits.
- v. Councilmember Forner reiterated that fact that he has been occupied with fire department tasks brought on by the L&I inspection.

3. Mayor's Report

- i. Mayor Cassinelli reported that he had attended the PCOG, EDC and the Port of Ilwaco meetings in recent weeks.

G. Comments of Citizens and Guests Present

- 1. None

H. Business

1. Promotion for Water Plant Operator

ACTION: Motion to approve the mayor's recommended promotion for Rick Gray to Plant Operator Grade 12 Step 2 on the 2016 pay scale effective February 15, 2016. (Marshall/Chambreau) 5 Ayes 0 Nays 0 Abstain

2. Contract for Professional Engineering Services

ACTION: Motion to authorize the mayor to execute the contract for Professional Engineering Services between the City of Ilwaco and Gray & Osborne. (Forner/Chambreau) 5 Ayes 0 Nays 0 Abstain

3. Sole Source Purchase Resolution, Western Fireworks

ACTION: Motion to adopt the resolution waiving competitive bidding for the 2016 Independence Day at the Port fireworks display. (Marshall/Forner) 5 Ayes 0 Nays 0 Abstain

4. Western Display Fireworks Contract

ACTION: motion to approve the mayor to enter into an agreement with Western Display Fireworks, Proposal #16-5071 for the 2016 Independence Day at the Port fireworks display. (Marshall/Chambreau) 5 Ayes 0 Nays 0 Abstain

I. Discussion

1. Shoreline Master Program

The Mayor wanted to let the public know that the SMP was discussed in a workshop prior to the council meeting. He asked for any comments or questions.

ACTION: None at this time.

2. Promotion for Water Plant Operator

The Mayor presented this item and he pointed out that the document (Personnel Ordinance) that the Council requested at the prior meeting was including. **ACTION:**

Move this item to business at this meeting. (Marshall/Chambreau) 5 Ayes 0 Nays 0 Abstain

3. Annual WTP and WWTP Internal Audits

Councilmember Chambreau presented this item, explaining that the state governing body doesn't perform annual audits and therefore the agency should to protect itself and the employees. Information will be gathered and compiled to complete a plan for the near future. **ACTION: No motion at this time.**

4. SPCHS as City's Shelter of Record

Mayor Cassinelli presented this item and acknowledged Keleigh Schwartz in the audience from the SPCHS. There was a lot of discussion around this topic, with specific questions to sections of the ordinance. The council requested to time to review and possibly edit the ordinance. **ACTION: Leave as discussion for next meeting.**

5. Contract for Professional Engineering Services

Councilmember Forner presented this item, stating that Gray and Osborne has been the City's engineer for over 20 years.

ACTION: Move to business at this meeting (Forner/Jensen) 5 Ayes 0 Nays 0 Abstain

6. Sole Source Purchase Resolution, Western Fireworks

Mayor Cassinelli presented this item, expressing what a wonderful event this is for the City.

ACTION: Move to business at this meeting (Forner/Chambreau) 5 Ayes 0 Nays 0 Abstain

7. Western Display Fireworks Contract

Mayor Cassinelli presented this item, reading the terms of the contract.

ACTION: Move to business at this meeting (Forner/Chambreau) 5 Ayes 0 Nays 0 Abstain

J. Future Discussion/Agendas

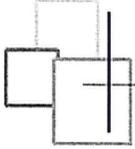
1. Shoreline Master Program - *Cassinelli*
2. Comprehensive Plan Amendment – *Cassinelli*
3. Neighborhood Preservation Ordinance - *Cassinelli*
4. Ordinance Amending Title 8 – Health and Safety - *Cassinelli*

K. Motion to adjourn the meeting (Chambreau) Mayor Cassinelli adjourned the meeting at 7:04p.m.

Mike Cassinelli, Mayor

Ariel Smith, Treasurer

DRAFT



Register

Number	Name	Fiscal Description	Amount
38654	Fero, Jimmie W	2016 - February - Second Meeting	\$1,032.65
38655	AFLAC Remittance Processing	2016 - February - Second Meeting	\$563.84
Alderman, Johnny	ACH Pay - 1796	2016 - February - Second Meeting	\$2,005.71
Beller, Holly Celeste	ACH Pay - 1797	2016 - February - Second Meeting	\$1,376.63
Benson, Austin	ACH Pay - 1798	2016 - February - Second Meeting	\$1,094.01
Gray, Richard Roy	ACH Pay - 1800	2016 - February - Second Meeting	\$1,678.79
Mc Kee, David A	ACH Pay - 1801	2016 - February - Second Meeting	\$1,797.00
Richardson, Troy	ACH Pay - 1802	2016 - February - Second Meeting	\$1,461.44
Smith, Ariel	ACH Pay - 1803	2016 - February - Second Meeting	\$1,647.23
Staples, Terri P	ACH Pay - 1804	2016 - February - Second Meeting	\$484.86
<u>EFT-2-19-16</u>	U.S. Treasury Department	2016 - February - Second Meeting	\$4,205.88
			\$17,348.04

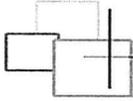
Treasurer

38654 through 38655 and electronic payments totalling \$17,348.04 are approved this 22nd day of February, 2016.

Council member

Council member

Council member



Reaister

Fiscal: 2016
Deposit Period: 2016 - February
Check Period: 2016 - February - Second Meeting

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>38653</u>	VFIS - Specialty Benefits	2/22/2016	\$3,612.14
<u>38656</u>	A & E Security Solutions, Inc.	2/22/2016	\$568.65
<u>38657</u>	A Sparkling Castle	2/22/2016	\$25.00
<u>38658</u>	Acme Construction Supply co., Inc.	2/22/2016	\$152.37
<u>38659</u>	Blue Earth Labs	2/22/2016	\$5,345.95
<u>38660</u>	Calvert Technical Services, Inc.	2/22/2016	\$172.11
<u>38661</u>	Centurylink	2/22/2016	\$1,626.73
<u>38662</u>	Charter Communications	2/22/2016	\$85.00
<u>38663</u>	Chinook Observer	2/22/2016	\$379.42
<u>38664</u>	City of Long Beach	2/22/2016	\$225.50
<u>38665</u>	Columbia Steel Supply	2/22/2016	\$78.22
<u>38666</u>	D J Witmer Company	2/22/2016	\$136.66
<u>38667</u>	Day Wireless Systems, Inc	2/22/2016	\$1,114.59
<u>38668</u>	Discovery Benefits	2/22/2016	\$10.50
<u>38669</u>	Evergreen Septic Service	2/22/2016	\$210.00
<u>38670</u>	IFOCUS Consulting Inc.	2/22/2016	\$911.25
<u>38671</u>	K & L Supply, Inc.	2/22/2016	\$576.40
<u>38672</u>	Northstar Chemical, Inc.	2/22/2016	\$725.20
<u>38673</u>	Pacific CO Auditor	2/22/2016	\$33.00
<u>38674</u>	Pacific CO Development	2/22/2016	\$37.50
<u>38675</u>	Pitney Bowes	2/22/2016	\$348.00
<u>38676</u>	PUD No 2 of Pacific County	2/22/2016	\$11,167.96
<u>38677</u>	Solutions Yes	2/22/2016	\$104.35
<u>38678</u>	The Watershed Company	2/22/2016	\$4,216.34
<u>38679</u>	Visa	2/22/2016	\$531.97
<u>38680</u>	WA State Fish & Wildlife	2/22/2016	\$94.00
<u>38681</u>	Wadsworth Electric	2/22/2016	\$418.65
<u>38682</u>	Washington Tractor	2/22/2016	\$1,093.82
<u>38683</u>	Wilcox & Flegel Oil Co.	2/22/2016	\$907.29
	Total Check		\$34,908.57
	Total 8023281		\$34,908.57
	Grand Total		\$34,908.57

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.

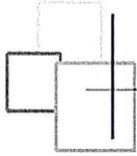
Treasurer

38653, 38656 through 38683 totalling \$34,908.57 are approved this 22nd day of February, 2016.

Council member

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A & E Security Solutions, Inc.					
	38656			2016 - February - Second Meeting	
		Invoice - 2/10/2016 8:14:59 AM			
			138643		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$113.7
			001-000-000-522-10-31-00	Office & Operating Supplies	\$113.7
			101-000-000-543-30-30-00	Office And Operating	\$113.7
			401-000-000-534-00-31-00	Operation & Maintenance	\$113.7
			409-000-000-535-00-31-01	Operations And	\$113.7
		Total Invoice - 2/10/2016 8:14:59 AM			\$568.6
	Total 38656				\$568.6
Total A & E Security Solutions, Inc.					
A Sparkling Castle					
	38657			2016 - February - Second Meeting	
		Invoice - 2/11/2016 9:36:49 AM			
			3618		
			001-000-000-572-50-41-00	Custodian Library	\$25.0
		Total Invoice - 2/11/2016 9:36:49 AM			\$25.0
	Total 38657				\$25.0
Total A Sparkling Castle					
Acme Construction Supply co., Inc.					
	38658			2016 - February - Second Meeting	
		Invoice - 2/10/2016 8:18:40 AM			
			S2372549.001		
			401-000-000-534-00-31-00	Operation & Maintenance	\$152.3
		Total Invoice - 2/10/2016 8:18:40 AM			\$152.3
	Total 38658				\$152.3
Total Acme Construction Supply co., Inc.					
Blue Earth Labs					
	38659			2016 - February - Second Meeting	
		Invoice - 2/10/2016 8:14:18 AM			
			15-0448		
			401-000-000-534-00-31-01	Chemicals	\$5,345.9
		Total Invoice - 2/10/2016 8:14:18 AM			\$5,345.9
	Total 38659				\$5,345.9
Total Blue Earth Labs					
Calvert Technical Services, Inc.					
	38660			2016 - February - Second Meeting	
		Invoice - 2/17/2016 11:19:18 AM			
			4522		
			409-000-000-535-00-41-02	Professional Services -	\$172.1
		Total Invoice - 2/17/2016 11:19:18 AM			\$172.1
	Total 38660				\$172.1
Total Calvert Technical Services, Inc.					
Centurylink					
	38661			2016 - February - Second Meeting	
		Invoice - 2/16/2016 3:47:37 PM			
			JAN		
			001-000-000-514-20-42-00	Communication	\$333.7
			001-000-000-522-10-42-00	Communication	\$427.8
			401-000-000-534-00-42-00	Communications	\$344.2
			409-000-000-535-00-42-00	Communications	\$520.9
		Total Invoice - 2/16/2016 3:47:37 PM			\$1,626.7
	Total 38661				\$1,626.7
Total Centurylink					
Charter Communications					
	38662			2016 - February - Second Meeting	
		Invoice - 2/11/2016 11:24:26 AM			
			001-000-000-514-20-42-00	Communication	\$17.0

	001-000-000-576-80-31-00	Office & Operating Supplies	\$13.6
	101-000-000-543-30-30-00	Office And Operating	\$13.6
	401-000-000-534-00-42-00	Communications	\$13.6
	408-000-000-531-38-31-01	Operations & Maintenance	\$13.6
	409-000-000-535-00-42-00	Communications	\$13.6
	Total Invoice - 2/11/2016 11:24:26 AM		\$85.0
Total 38662			\$85.0
Total Charter Communications			\$85.0
Chinook Observer			\$85.0
38663			
		2016 - February - Second Meeting	
	Invoice - 2/10/2016 8:16:26 AM		
	SP1878		
	001-000-000-511-30-44-00	Official Publications	\$85.1
	Total Invoice - 2/10/2016 8:16:26 AM		\$85.1
	Invoice - 2/10/2016 8:16:31 AM		
	SP1884		
	001-000-000-511-30-44-00	Official Publications	\$96.4
	Total Invoice - 2/10/2016 8:16:31 AM		\$96.4
	Invoice - 2/10/2016 8:16:32 AM		
	SP1880		
	001-000-000-511-30-44-00	Official Publications	\$127.6
	Total Invoice - 2/10/2016 8:16:32 AM		\$127.6
	Invoice - 2/11/2016 11:33:45 AM		
	2 year subscription		
	001-000-000-511-30-44-00	Official Publications	\$70.2
	Total Invoice - 2/11/2016 11:33:45 AM		\$70.2
Total 38663			\$379.4
Total Chinook Observer			\$379.4
City of Long Beach			
38664			
		2016 - February - Second Meeting	
	Invoice - 2/12/2016 10:55:15 AM		
	Oct-Dec 2015		
	001-000-000-523-20-40-00	Correctional Institutions	\$225.4
	Total Invoice - 2/12/2016 10:55:15 AM		\$225.4
Total 38664			\$225.4
Total City of Long Beach			\$225.4
Columbia Steel Supply			
38665			
		2016 - February - Second Meeting	
	Invoice - 2/16/2016 3:16:29 PM		
	216614		
	001-000-000-594-14-62-00	Governmental Facility	\$78.2
	Total Invoice - 2/16/2016 3:16:29 PM		\$78.2
Total 38665			\$78.2
Total Columbia Steel Supply			\$78.2
D J Witmer Company			
38666			
		2016 - February - Second Meeting	
	Invoice - 2/10/2016 8:15:18 AM		
	8919		
	001-000-000-514-20-20-00	Personnel Benefits	\$27.3
	101-000-000-542-30-20-00	Benefits	\$27.3
	401-000-000-534-00-20-00	Benefits	\$27.3
	408-000-000-531-38-20-00	Benefits	\$27.3
	409-000-000-535-00-20-00	Employee Benefits	\$27.3
	Total Invoice - 2/10/2016 8:15:18 AM		\$136.6
Total 38666			\$136.6
Total D J Witmer Company			\$136.6
Day Wireless Systems, Inc			
38667			
		2016 - February - Second Meeting	
	Invoice - 2/10/2016 12:04:07 PM		
	395259		
	001-000-000-522-10-35-00	Small Tools & Equipment	\$1,114.4
	Total Invoice - 2/10/2016 12:04:07 PM		\$1,114.4
Total 38667			\$1,114.4
Total Day Wireless Systems, Inc			\$1,114.4
Discovery Benefits			
38668			
		2016 - February - Second Meeting	
	Invoice - 2/10/2016 8:16:15 AM		
	001-000-000-514-20-20-00	Personnel Benefits	\$1.4
	001-000-000-522-10-20-00	Personnel Benefits	\$1.4
	001-000-000-576-80-20-00	Parks Benefits	\$1.4
	101-000-000-542-30-20-00	Benefits	\$1.4

	401-000-000-534-00-20-00	Benefits	\$1.5
	408-000-000-531-38-20-00	Benefits	\$1.5
	409-000-000-535-00-20-00	Employee Benefits	\$1.5
	Total Invoice - 2/10/2016 8:16:15 AM		\$10.5
Total 38668			\$10.5
Total Discovery Benefits			\$10.5
Evergreen Septic Service			
38669			
		2016 - February - Second Meeting	
	Invoice - 2/10/2016 8:17:30 AM		
	18932		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$210.0
	Total Invoice - 2/10/2016 8:17:30 AM		\$210.0
Total 38669			\$210.0
Total Evergreen Septic Service			\$210.0
IFOCUS Consulting Inc.			
38670			
		2016 - February - Second Meeting	
	Invoice - 2/11/2016 11:32:50 AM		
	9576		
	001-000-000-514-20-41-00	Professional Services	\$120.0
	401-000-000-534-00-41-04	Professional Services -	\$120.0
	409-000-000-535-00-41-02	Professional Services -	\$120.0
	Total Invoice - 2/11/2016 11:32:50 AM		\$360.0
	Invoice - 2/11/2016 11:32:54 AM		
	9590		
	409-000-000-535-00-41-02	Professional Services -	\$551.2
	Total Invoice - 2/11/2016 11:32:54 AM		\$551.2
Total 38670			\$911.2
Total IFOCUS Consulting Inc.			\$911.2
K & L Supply, Inc.			
38671			
		2016 - February - Second Meeting	
	Invoice - 2/10/2016 8:19:18 AM		
	39501		
	401-000-000-534-00-31-00	Operation & Maintenance	\$338.2
	409-000-000-535-00-31-02	Chemicals	\$238.2
	Total Invoice - 2/10/2016 8:19:18 AM		\$576.4
Total 38671			\$576.4
Total K & L Supply, Inc.			\$576.4
Northstar Chemical, Inc.			
38672			
		2016 - February - Second Meeting	
	Invoice - 2/17/2016 11:18:50 AM		
	80484		
	401-000-000-534-00-31-01	Chemicals	\$725.2
	Total Invoice - 2/17/2016 11:18:50 AM		\$725.2
Total 38672			\$725.2
Total Northstar Chemical, Inc.			\$725.2
Pacific CO Auditor			
38673			
		2016 - February - Second Meeting	
	Invoice - 2/16/2016 2:52:55 PM		
	209 Myrtle		
	001-000-000-514-31-40-00	Recording Fees	\$33.0
	Total Invoice - 2/16/2016 2:52:55 PM		\$33.0
Total 38673			\$33.0
Total Pacific CO Auditor			\$33.0
Pacific CO Development			
38674			
		2016 - February - Second Meeting	
	Invoice - 2/10/2016 8:22:06 AM		
	Temp Food - Black Lake Fishing Derby		
	001-000-000-573-90-49-00	Black Lake Fishing Derby	\$37.5
	Total Invoice - 2/10/2016 8:22:06 AM		\$37.5
Total 38674			\$37.5
Total Pacific CO Development			\$37.5
Pitney Bowes			
38675			
		2016 - February - Second Meeting	
	Invoice - 2/16/2016 2:53:28 PM		
	2429449-FB16		
	001-000-000-514-20-45-00	Postage Meter Rental	\$348.0
	Total Invoice - 2/16/2016 2:53:28 PM		\$348.0
Total 38675			\$348.0
Total Pitney Bowes			\$348.0
PUD No 2 of Pacific County			
38676			
		2016 - February - Second Meeting	

	Invoice - 2/16/2016 3:46:05 PM		
	001-000-000-511-60-47-00	Electricity	\$140.8
	001-000-000-522-50-47-00	Electricity	\$612.8
	001-000-000-572-50-47-00	Electricity	\$816.8
	001-000-000-575-50-40-00	Community Bldg Other -	\$544.8
	001-000-000-576-80-47-00	Electricity	\$116.8
	101-000-000-542-63-47-00	Street Light Operating	\$660.0
	401-000-000-534-00-47-00	Electricity	\$2,474.2
	409-000-000-535-00-47-01	Electricity	\$5,802.2
	Total Invoice - 2/16/2016 3:46:05 PM		\$11,167.8
Total 38676			\$11,167.8
Total PUD No 2 of Pacific County Solutions Yes			\$11,167.8
38677			
	2016 - February - Second Meeting		
	Invoice - 2/10/2016 8:15:31 AM		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$26.0
	101-000-000-543-30-30-00	Office And Operating	\$26.0
	401-000-000-534-00-31-06	Office & Customer Service	\$26.0
	409-000-000-535-00-31-08	Office Supplies & Customer	\$26.0
	Total Invoice - 2/10/2016 8:15:31 AM		\$104.0
Total 38677			\$104.0
Total Solutions Yes			\$104.0
The Watershed Company			\$104.0
38678			
	2016 - February - Second Meeting		
	Invoice - 2/12/2016 10:55:47 AM		
	2016-0175		
	001-000-000-558-60-41-00	Planner Services	\$1,372.8
	Total Invoice - 2/12/2016 10:55:47 AM		\$1,372.8
	Invoice - 2/12/2016 10:56:04 AM		
	2016-0128		
	001-000-000-576-80-34-02	DOE Shoreline Master	\$2,843.8
	Total Invoice - 2/12/2016 10:56:04 AM		\$2,843.8
Total 38678			\$4,216.6
Total The Watershed Company VFIS - Specialty Benefits			\$4,216.6
38653			
	2016 - February - Second Meeting		
	Invoice - 2/12/2016 9:58:13 AM		
	117708		
	001-000-000-522-10-20-02	Life & Disability Insurance	\$3,612.1
	Total Invoice - 2/12/2016 9:58:13 AM		\$3,612.1
Total 38653			\$3,612.1
Total VFIS - Specialty Benefits			\$3,612.1
38679			
	2016 - February - Second Meeting		
	Invoice - 2/10/2016 8:26:09 AM		
	Mike Cassinelli		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$19.1
	001-000-000-522-10-31-00	Office & Operating Supplies	\$19.1
	001-000-000-576-80-31-00	Office & Operating Supplies	\$19.1
	101-000-000-543-30-30-00	Office And Operating	\$19.1
	401-000-000-534-00-31-00	Operation & Maintenance	\$100.9
	401-000-000-534-00-31-00	Operation & Maintenance	\$162.8
	408-000-000-531-38-31-01	Operations & Maintenance	\$19.1
	409-000-000-535-00-31-01	Operations And	\$47.2
	409-000-000-535-00-31-01	Operations And	\$32.8
	Total Invoice - 2/10/2016 8:26:09 AM		\$439.0
	Invoice - 2/10/2016 8:26:11 AM		
	Ariel Smith		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$50.0
	401-000-000-534-00-31-06	Office & Customer Service	\$21.2
	409-000-000-535-00-31-08	Office Supplies & Customer	\$21.2
	Total Invoice - 2/10/2016 8:26:11 AM		\$92.8
Total 38679			\$531.8
Total Visa			\$531.8
WA State Fish & Wildlife			
38680			
	2016 - February - Second Meeting		
	Invoice - 2/10/2016 8:21:18 AM		
	Fish Stocking Permit		
	001-000-000-573-90-49-00	Black Lake Fishing Derby	\$94.0
	Total Invoice - 2/10/2016 8:21:18 AM		\$94.0
Total 38680			\$94.0

Total WA State Fish & Wildlife				\$94.0
Wadsworth Electric				
38681				
	Invoice - 2/11/2016 11:34:22 AM	2016 - February - Second Meeting		
	401304			
	001-000-000-575-50-40-01	Community Bldg Other-Mntc		\$418.6
	Total Invoice - 2/11/2016 11:34:22 AM			\$418.6
Total 38681				\$418.6
Total Wadsworth Electric				
Washington Tractor				
38682				
	Invoice - 2/16/2016 3:09:03 PM	2016 - February - Second Meeting		
	140214			
	001-000-000-576-80-48-00	Repairs & Maintenance		\$218.7
	101-000-000-543-30-30-02	Small Tools & Equipment		\$218.7
	401-000-000-534-00-35-00	Small Tools & Equipment		\$218.7
	408-000-000-531-38-35-00	Small Tools		\$218.7
	409-000-000-535-00-35-00	Small Tools		\$218.7
	Total Invoice - 2/16/2016 3:09:03 PM			\$1,093.8
Total 38682				\$1,093.8
Total Washington Tractor				
Wilcox & Flegel Oil Co.				
38683				
	Invoice - 2/10/2016 8:18:05 AM	2016 - February - Second Meeting		
	0007487-IN			
	409-000-000-535-00-32-00	Gas/oil Products		\$86.3
	Total Invoice - 2/10/2016 8:18:05 AM			\$86.3
	Invoice - 2/10/2016 8:22:46 AM			
	001-000-000-576-80-31-00	Office & Operating Supplies		\$168.8
	101-000-000-543-30-30-01	Gasoline & Oil Products		\$168.8
	401-000-000-534-00-32-00	Gasoline		\$187.1
	408-000-000-531-38-32-00	Gas/Oil Products		\$168.2
	409-000-000-535-00-32-00	Gas/oil Products		\$127.9
	Total Invoice - 2/10/2016 8:22:46 AM			\$820.9
Total 38683				\$907.2
Total Wilcox & Flegel Oil Co.				\$907.2
Grand Total	Vendor Count	29		\$34,908.8

TREASURER'S REPORT
Month ending January 31, 2016

The 2016 budget has been set to build reserves while continuing to replace and maintain a back log of deteriorating equipment and facilities. Additionally, careful cash management must be deployed as revenues and disbursements often fluctuate. The chart below shows that some of the funds have already started the year with a higher or lower than anticipated carry over from 2015. During the month of June, the first budget amendment of the year will be drafted to incorporate this and any other issues identified during the first quarter of 2016 that need to be amended in the budget.

City of Ilwaco				
Beginning Fund Balance				
1/1/2016				
	Actual	Budget	difference	%
General Fund	196,577	159,600	36,977	23%
Streets Fund	108,575	50,890	57,685	113%
Tourism Fund	70,823	56,126	14,697	26%
Excise Rsv Fund	7,966	6,112	1,854	30%
Water Fund	244,685	284,409	(39,724)	-14%
Water/Sewer Bond Rsv Fund	368,284	368,284	-	0%
Stormwater Fund	50,749	35,549	15,200	43%
Sewer Fund	180,275	249,033	(68,758)	-28%
Total	1,227,934	1,210,003	17,931	1%

The following explains the significant discrepancies from the projected and actual beginning balances:

General Fund (001)

The 2015 actual revenues included the receipt of approximately \$9,000 of unanticipated revenue from sources such as utility taxes, permits, and community building rent. Along with a large amount of last minute City Park donations; thus creating a larger general fund carry over than expected. This was offset by \$20,000 of grant revenue that was not claimed. On the expenditure side, \$20,000 of expenditures for grant related projects did not occur. There is such a large variance in the Streets Fund due to unexpected STP funds that were allocated right before the year end. The Tourism fund received unanticipated revenue as hotel/motel tax receipts were higher than they have been in many years.

Water Fund (401)

The variance between the actual and budget was in part due to a slight decrease in water sales, lower than originally expected. With the combination of some unforeseen costs late in the year related to pump maintenance. The large expenditures for the year 2016 consist of equipment replacement, improving and replacing piping with ductile iron. With the combination of these improvements the water plant should run more accurately and soundly.

Wastewater Fund (409)

Excluding loan funds and Seaview Sewer District charges, the fund revenues were right on target. The Seaview Sewer District charges were lower than expected due to the UV system project; which occurred in late 2015 and early 2016. This project was originally anticipated to happen during the summer of 2015 thus altering the payment schedule.

Summary

The city has the opportunity to address many issues during 2016. Until optimal reserves are established the city is exposed to cash flow fluctuation and unfunded emergencies. In addition to the day to day operation of the water and sewer plant, maintenance of city streets and storm drainage, fire and police protection, and utility billing, there are many repairs being made to the water and sewer plants and infrastructure during 2016. Additionally, the city council and staff still have the following (and many other) projects to move forward in the new-year:

- 1) Tenant for lower half of Community Building
- 2) Black Lake Aquatic weeds grant
- 3) Shoreline Master Program update
- 4) Sahalee & Nesadi Sewer projects
- 5) City Park Transformation
- 6) Procurement of Steed house sale

Current Overall Cash Position

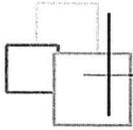
The following are the account balances at the Bank of Pacific and Local Government Investment Pool:

Current Balances as of February 11, 2016

Bank of Pacific

xxx.3303 Main	\$203,117
xxx.7413	3,350
LGIP	<u>1,061,019</u>
Total Cash	\$1,267,486

Ariel Smith
Treasurer



Revenue

Starting Account Number: 001-000-000-308-80-00-00 Beginning Cash & Investments: Unreserved
 Ending Account Number: 999-000-000-384-00-00-00 Proceeds From Sales of Investments
 Period: 2016 - January

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
General Fund Current Expense						
Revenue						
Taxes						
General Property Taxes						
001-000-000-311-10-00-00	General Property Taxes	\$1,321.57	\$1,321.57	\$148,124.00	0.89%	\$146,802.43
001-000-000-311-10-00-01	General Property-IVFD Truck	\$0.00	\$0.00	\$0.00		\$0.00
Total General Property Taxes		\$1,321.57	\$1,321.57	\$148,124.00	0.89%	\$146,802.43
Retail Sales and Use Taxes						
001-000-000-313-11-00-00	Local Sales & Use Taxes	\$11,276.72	\$11,276.72	\$135,000.00	8.35%	\$123,723.28
Total Retail Sales and Use Taxes		\$11,276.72	\$11,276.72	\$135,000.00	8.35%	\$123,723.28
Business and Occupation Taxes						
001-000-000-316-10-00-00	Business & Occupation Tax	\$8,022.61	\$8,022.61	\$65,000.00	12.34%	\$56,977.39
Business and Occupation Taxes on Private Utilites						
001-000-000-316-40-01-00	Garbage 6% Utility Tax	\$0.00	\$0.00	\$15,000.00	0.00%	\$15,000.00
001-000-000-316-40-02-00	Cable 6% Utility Tax	\$815.98	\$815.98	\$11,000.00	7.42%	\$10,184.02
001-000-000-316-40-03-00	Telephone 6% Utility Tax	\$3,236.75	\$3,236.75	\$32,000.00	10.11%	\$28,763.25
001-000-000-316-40-04-00	Electric 6% Utility Tax	\$16,286.54	\$16,286.54	\$75,000.00	21.72%	\$58,713.46
001-000-000-316-40-05-00	Water Utility Tax	\$3,217.25	\$3,217.25	\$59,319.00	5.42%	\$56,101.75
001-000-000-316-40-06-00	Sewer Utility Tax	\$3,789.34	\$3,789.34	\$46,947.00	8.07%	\$43,157.66
001-000-000-316-40-07-00	Storm Drainage Utility Tax	\$1,281.47	\$1,281.47	\$5,368.00	23.87%	\$4,086.53
001-000-000-316-40-08-00	Fire Hydrant Fee	\$0.00	\$0.00	\$0.00		\$0.00
Total Business and Occupation Taxes on Private Utilites		\$28,627.33	\$28,627.33	\$244,634.00	11.70%	\$216,006.67
001-000-000-316-81-00-00	Gambling Tax	\$0.00	\$0.00	\$500.00	0.00%	\$500.00
Total Business and Occupation Taxes		\$36,649.94	\$36,649.94	\$310,134.00	11.82%	\$273,484.06
Excise Taxes						
001-000-000-317-20-00-00	Local Leasehold Excise Tax	\$0.00	\$0.00	\$30,000.00	0.00%	\$30,000.00
001-000-000-317-40-00-00	Timber Harvest Excise Tax	\$0.00	\$0.00	\$0.00		\$0.00
Total Excise Taxes		\$0.00	\$0.00	\$30,000.00	0.00%	\$30,000.00
Total Taxes		\$49,248.23	\$49,248.23	\$623,258.00	7.90%	\$574,009.77
Licenses and Permits						
Business Licenses and Permits						
001-000-000-321-99-00-00	Other Business Licenses and Permits	\$3,000.00	\$3,000.00	\$35,000.00	8.57%	\$32,000.00
Total Business Licenses and Permits		\$3,000.00	\$3,000.00	\$35,000.00	8.57%	\$32,000.00
Non-Business Licenses and Permits						
Buildings, Structures and Equipment						
001-000-000-322-10-00-01	Building Permit Fees	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
Total Buildings, Structures and Equipment		\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
001-000-000-322-90-00-01	Zoning Fees	\$0.00	\$0.00	\$7,000.00	0.00%	\$7,000.00
Total Non-Business Licenses and Permits		\$0.00	\$0.00	\$12,000.00	0.00%	\$12,000.00
Total Licenses and Permits		\$3,000.00	\$3,000.00	\$47,000.00	6.38%	\$44,000.00
Intergovernmental Revenues						
Direct Federal Grants						
001-000-000-331-97-03-60	Fema Grant	\$0.00	\$0.00	\$0.00		\$0.00
Total Direct Federal Grants		\$0.00	\$0.00	\$0.00		\$0.00
State Grants						
001-000-000-334-02-70-00	RCO Grant Proceeds	\$0.00	\$0.00	\$150,000.00	0.00%	\$150,000.00
001-000-000-334-03-12-00	DOE Aquatic Weed Grant	\$0.00	\$0.00	\$20,000.00	0.00%	\$20,000.00
001-000-000-334-03-13-00	DOE Shoreline Master Program	\$0.00	\$0.00	\$25,000.00	0.00%	\$25,000.00
001-000-000-334-03-14-00	RCO grant funds	\$0.00	\$0.00	\$0.00		\$0.00
Total State Grants		\$0.00	\$0.00	\$195,000.00	0.00%	\$195,000.00
State Shared Revenues						
001-000-000-335-00-91-00	PUD Privilege Tax	\$0.00	\$0.00	\$12,000.00	0.00%	\$12,000.00
Total State Shared Revenues		\$0.00	\$0.00	\$12,000.00	0.00%	\$12,000.00
State Entitlements, Impact Payments and Taxes						
001-000-000-336-06-20-00	Criminal Justice - High Crime	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-336-06-21-00	Criminal Justice - Violent	\$250.00	\$250.00	\$750.00	33.33%	\$500.00
001-000-000-336-06-25-00	Criminal Justice - Contracted Services	\$400.31	\$400.31	\$2,000.00	20.02%	\$1,599.69
001-000-000-336-06-26-00	Criminal Justice - Special Programs	\$232.49	\$232.49	\$915.00	25.41%	\$682.51
001-000-000-336-06-51-00	DUI & Other Criminal Justice Assistance	\$37.17	\$37.17	\$0.00		(\$37.17)
001-000-000-336-06-94-00	Liquor Excise Tax	\$1,001.33	\$1,001.33	\$4,186.00	23.92%	\$3,184.67
001-000-000-336-06-95-00	Liquor Board Profits	\$0.00	\$0.00	\$8,136.00	0.00%	\$8,136.00
Total State Entitlements, Impact Payments and Taxes		\$1,921.30	\$1,921.30	\$15,987.00	12.02%	\$14,065.70
Interlocal Grants, Entitlements, Payments, and Tax						
001-000-000-337-00-01-00	PCOG For Fire Station	\$25,000.00	\$25,000.00	\$25,000.00	100.00%	\$0.00
001-000-000-337-00-02-00	PCOG For Community Building	\$18,979.00	\$18,979.00	\$18,979.00	100.00%	\$0.00
001-000-000-337-00-03-00	Port of Ilwaco	\$0.00	\$0.00	\$0.00		\$0.00

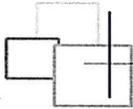
Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Total Interlocal Grants, Entitlements, Payments, and Tax		\$43,979.00	\$43,979.00	\$43,979.00	100.00%	\$0.00
Total Intergovernmental Revenues		\$45,900.30	\$45,900.30	\$266,966.00	17.19%	\$221,065.70
Charges for Goods and Services						
General Government						
001-000-000-341-81-00-00	Photocopying	\$0.00	\$0.00	\$100.00	0.00%	\$100.00
Other General Government Services						
001-000-000-341-96-00-00	Other General Government Services	\$0.00	\$0.00	\$0.00		\$0.00
Total Other General Government Services		\$0.00	\$0.00	\$0.00		\$0.00
Total General Government		\$0.00	\$0.00	\$100.00	0.00%	\$100.00
Public Safety						
001-000-000-342-21-00-00	Fire Protection Services	\$0.00	\$0.00	\$8,000.00	0.00%	\$8,000.00
Total Public Safety		\$0.00	\$0.00	\$8,000.00	0.00%	\$8,000.00
Total Charges for Goods and Services		\$0.00	\$0.00	\$8,100.00	0.00%	\$8,100.00
Fines and Penalties						
Civil Infraction Penalties						
001-000-000-353-10-00-00	Traffic Infraction Penalties	\$7.71	\$7.71	\$0.00		(\$7.71)
001-000-000-353-10-03-01	Municipal Court Fines	\$100.04	\$100.04	\$7,000.00	1.43%	\$6,899.96
001-000-000-353-70-00-00	Non-Traffic Infraction Penalties	\$2.80	\$2.80	\$100.00	2.80%	\$97.20
Total Civil Infraction Penalties		\$110.55	\$110.55	\$7,100.00	1.56%	\$6,989.45
001-000-000-357-39-00-01	Misc Revenue-Court	\$0.00	\$0.00	\$0.00		\$0.00
Total Fines and Penalties		\$110.55	\$110.55	\$7,100.00	1.56%	\$6,989.45
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
001-000-000-361-11-00-00	Investment Interest	\$55.63	\$55.63	\$300.00	18.54%	\$244.37
Total Total Investment Interest		\$55.63	\$55.63	\$300.00	18.54%	\$244.37
001-000-000-361-40-00-00	Other Interest	\$3.07	\$3.07	\$40.00	7.68%	\$36.93
Total Interest and Other Earnings		\$58.70	\$58.70	\$340.00	17.26%	\$281.30
Rents, Leases and Concessions						
001-000-000-362-40-00-00	Space & Facility Rental	\$1.00	\$1.00	\$0.00		(\$1.00)
001-000-000-362-50-00-04	Community Building - Rent	\$260.00	\$260.00	\$3,250.00	8.00%	\$2,990.00
001-000-000-362-50-01-00	Community Building - Electricity	\$1,499.17	\$1,499.17	\$10,000.00	14.99%	\$8,500.83
001-000-000-362-50-03-00	Community Building - Insurance	\$2,082.41	\$2,082.41	\$0.00		(\$2,082.41)
001-000-000-362-90-00-00	Community Building - Other	\$12.95	\$12.95	\$0.00		(\$12.95)
Total Rents, Leases and Concessions		\$3,855.53	\$3,855.53	\$13,250.00	29.10%	\$9,394.47
Contributions and Donations From Private Sources						
001-000-000-367-11-00-00	Fire Department Donations	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-367-19-00-00	Black Lake Fish Derby Donations	\$0.00	\$0.00	\$5,300.00	0.00%	\$5,300.00
001-000-000-367-19-00-01	Iiwaco Park Fund Donations	\$30,000.00	\$30,000.00	\$150,000.00	20.00%	\$120,000.00
001-000-000-367-19-00-03	Fireworks Donation	\$0.00	\$0.00	\$8,000.00	0.00%	\$8,000.00
Total Contributions and Donations From Private Sources		\$30,000.00	\$30,000.00	\$163,300.00	18.37%	\$133,300.00
Other Miscellaneous Revenues						
001-000-000-369-10-00-00	Sale of Scrap And Junk	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-369-20-00-00	Unclaimed Property	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-369-30-00-00	Misc. Revenue	\$77.96	\$77.96	\$0.00		(\$77.96)
001-000-000-369-80-00-00	Cash Adjustment	\$0.00	\$0.00	\$0.00		\$0.00
Total Other Miscellaneous Revenues		\$77.96	\$77.96	\$0.00		(\$77.96)
Total Miscellaneous Revenues		\$33,992.19	\$33,992.19	\$176,890.00	19.22%	\$142,897.81
Nonrevenues						
State Remittances - Courts						
001-000-000-386-83-08-00	Trauma Care	\$5.06	\$5.06	\$150.00	3.37%	\$144.94
001-000-000-386-83-31-00	Auto Theft	\$10.03	\$10.03	\$220.00	4.56%	\$209.97
001-000-000-386-83-32-00	Brain Trauma	\$2.00	\$2.00	\$40.00	5.00%	\$38.00
001-000-000-386-88-00-00	ST Gen Fund 54	\$0.94	\$0.94	\$0.00		(\$0.94)
Total State Remittances - Courts		\$18.03	\$18.03	\$410.00	4.40%	\$391.97
State Remittances-Courts						
001-000-000-386-91-00-00	ST Gen Fund 40	\$49.96	\$49.96	\$1,000.00	5.00%	\$950.04
001-000-000-386-92-00-00	ST Gen Fund 50	\$28.33	\$28.33	\$600.00	4.72%	\$571.67
001-000-000-386-96-00-00	Crime Lab Analysis Fee	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-386-97-00-00	JIS Account	\$23.13	\$23.13	\$400.00	5.78%	\$376.87
Total State Remittances-Courts		\$101.42	\$101.42	\$2,000.00	5.07%	\$1,898.58
Total Nonrevenues		\$119.45	\$119.45	\$2,410.00	4.96%	\$2,290.55
Other Financing Sources						
Proceeds of Long-Term Debt-Governmental Funds Only						
001-000-000-391-90-00-00	Proceeds from Other Debt	\$0.00	\$0.00	\$0.00		\$0.00
Total Proceeds of Long-Term Debt-Governmental Funds Only		\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-397-00-00-01	Transfer From 101-Bldg. Rental	\$0.00	\$0.00	\$11,845.00	0.00%	\$11,845.00
001-000-000-397-00-00-02	Transfer From 401-Bldg. Rental	\$0.00	\$0.00	\$15,250.00	0.00%	\$15,250.00
001-000-000-397-00-00-03	Transfer From 409-Bldg. Rental	\$0.00	\$0.00	\$22,750.00	0.00%	\$22,750.00
001-000-000-397-00-00-06	Transfer From 104	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
001-000-000-397-00-00-07	Transfer from 408	\$0.00	\$0.00	\$6,150.00	0.00%	\$6,150.00
001-000-000-397-00-00-08	Transfer from 301	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-398-00-00-00	Insurance Recoveries	\$0.00	\$0.00	\$0.00		\$0.00
Total Other Financing Sources		\$0.00	\$0.00	\$58,495.00	0.00%	\$58,495.00
Total Revenue		\$132,370.72	\$132,370.72	\$1,190,219.00	11.12%	\$1,057,848.28
Total General Fund Current Expense		\$132,370.72	\$132,370.72	\$1,190,219.00	11.12%	\$1,057,848.28

City Streets
Revenue
Taxes

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
General Property Taxes						
101-000-000-311-10-00-00	General Property Tax	\$566.38	\$566.38	\$63,482.00	0.89%	\$62,915.62
Total General Property Taxes		\$566.38	\$566.38	\$63,482.00	0.89%	\$62,915.62
Total Taxes		\$566.38	\$566.38	\$63,482.00	0.89%	\$62,915.62
Intergovernmental Revenues						
State Entitlements, Impact Payments and Taxes						
101-000-000-336-00-87-00	Motor Vehicle Fuel Tax	\$1,552.44	\$1,552.44	\$20,384.00	7.62%	\$18,831.56
Total State Entitlements, Impact Payments and Taxes		\$1,552.44	\$1,552.44	\$20,384.00	7.62%	\$18,831.56
101-000-000-337-00-00-00	MV Fuel Tax - County distribution	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-337-00-00-01	Other Local Distributions	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-337-00-03-00	Pcog .09 - (2008)	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-339-22-00-00	Arra Grant	\$0.00	\$0.00	\$0.00		\$0.00
Total Intergovernmental Revenues		\$1,552.44	\$1,552.44	\$20,384.00	7.62%	\$18,831.56
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
101-000-000-361-11-00-00	Investment Interest	\$30.73	\$30.73	\$0.00		(\$30.73)
Total Total Investment Interest		\$30.73	\$30.73	\$0.00		(\$30.73)
Total Interest and Other Earnings		\$30.73	\$30.73	\$0.00		(\$30.73)
Other Miscellaneous Revenues						
101-000-000-369-30-00-00	Misc Rev.	\$0.00	\$0.00	\$0.00		\$0.00
Total Other Miscellaneous Revenues		\$0.00	\$0.00	\$0.00		\$0.00
Total Miscellaneous Revenues		\$30.73	\$30.73	\$0.00		(\$30.73)
101-000-000-395-10-00-00	Proceeds From Sales of Capital Assets	\$0.00	\$0.00	\$0.00		\$0.00
Transfers-In						
101-000-000-397-00-00-01	Transfer from 301	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-397-00-41-00	Transfer IN -401	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-397-00-41-01	Transfer IN 408	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-397-00-41-03	Transfer IN 409	\$0.00	\$0.00	\$0.00		\$0.00
Total Transfers-In		\$0.00	\$0.00	\$0.00		\$0.00
Total Revenue		\$2,149.55	\$2,149.55	\$83,866.00	2.56%	\$81,716.45
Total City Streets		\$2,149.55	\$2,149.55	\$83,866.00	2.56%	\$81,716.45
Tourism						
Revenue						
Taxes						
Retail Sales and Use Taxes						
104-000-000-313-31-00-00	Hotel-Motel Tax	\$1,094.58	\$1,094.58	\$37,000.00	2.96%	\$35,905.42
Total Retail Sales and Use Taxes		\$1,094.58	\$1,094.58	\$37,000.00	2.96%	\$35,905.42
Total Taxes		\$1,094.58	\$1,094.58	\$37,000.00	2.96%	\$35,905.42
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
104-000-000-361-11-00-00	Investment Interest	\$20.04	\$20.04	\$75.00	26.72%	\$54.96
Total Total Investment Interest		\$20.04	\$20.04	\$75.00	26.72%	\$54.96
Total Interest and Other Earnings		\$20.04	\$20.04	\$75.00	26.72%	\$54.96
Total Miscellaneous Revenues		\$20.04	\$20.04	\$75.00	26.72%	\$54.96
Total Revenue		\$1,114.62	\$1,114.62	\$37,075.00	3.01%	\$35,960.38
Total Tourism		\$1,114.62	\$1,114.62	\$37,075.00	3.01%	\$35,960.38
Excise Reserve						
Revenue						
Taxes						
Other Taxes						
301-000-000-318-34-00-00	Real Estate Excise Tax -REET 1	\$788.29	\$788.29	\$15,000.00	5.26%	\$14,211.71
Total Other Taxes		\$788.29	\$788.29	\$15,000.00	5.26%	\$14,211.71
Total Taxes		\$788.29	\$788.29	\$15,000.00	5.26%	\$14,211.71
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
301-000-000-361-11-00-00	Investment Interest	\$2.25	\$2.25	\$0.00		(\$2.25)
Total Total Investment Interest		\$2.25	\$2.25	\$0.00		(\$2.25)
Total Interest and Other Earnings		\$2.25	\$2.25	\$0.00		(\$2.25)
Total Miscellaneous Revenues		\$2.25	\$2.25	\$0.00		(\$2.25)
Total Revenue		\$790.54	\$790.54	\$15,000.00	5.27%	\$14,209.46
Total Excise Reserve		\$790.54	\$790.54	\$15,000.00	5.27%	\$14,209.46
Water						
Revenue						
Intergovernmental Revenues						
Indirect Federal Grants						
401-000-000-333-66-46-00	Indirect Federal Grant from EPA	\$0.00	\$0.00	\$0.00		\$0.00
Total Indirect Federal Grants		\$0.00	\$0.00	\$0.00		\$0.00
State Grants						
401-000-000-334-04-90-00	State Grant - Department of Health	\$0.00	\$0.00	\$0.00		\$0.00
Total State Grants		\$0.00	\$0.00	\$0.00		\$0.00
Total Intergovernmental Revenues		\$0.00	\$0.00	\$0.00		\$0.00
Charges for Goods and Services						

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Physical Environment						
401-000-000-343-40-00-00	Water Sales	\$41,198.84	\$41,198.84	\$741,487.00	5.56%	\$700,288.16
401-000-000-343-40-00-01	Other Utilities	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-343-40-00-02	Other Rev Sources	\$1,687.05	\$1,687.05	\$10,000.00	16.87%	\$8,312.95
Total Physical Environment		\$42,885.89	\$42,885.89	\$751,487.00	5.71%	\$708,601.11
Total Charges for Goods and Services						
		\$42,885.89	\$42,885.89	\$751,487.00	5.71%	\$708,601.11
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
401-000-000-361-11-00-00	Investment Interest	\$69.24	\$69.24	\$300.00	23.08%	\$230.76
Total Total Investment Interest		\$69.24	\$69.24	\$300.00	23.08%	\$230.76
Total Interest and Other Earnings		\$69.24	\$69.24	\$300.00	23.08%	\$230.76
Total Miscellaneous Revenues		\$69.24	\$69.24	\$300.00	23.08%	\$230.76
Proprietary Funds Revenues						
401-000-000-372-00-00-00	Insurance Recoveries	\$0.00	\$0.00	\$0.00		\$0.00
Capital Contributions						
401-000-000-379-00-00-01	Water Connections	\$0.00	\$0.00	\$7,500.00	0.00%	\$7,500.00
Total Capital Contributions		\$0.00	\$0.00	\$7,500.00	0.00%	\$7,500.00
Total Proprietary Funds Revenues		\$0.00	\$0.00	\$7,500.00	0.00%	\$7,500.00
Other Financing Sources						
401-000-000-391-80-00-00	Intergovernmental Loan Proceeds	\$0.00	\$0.00	\$115,645.00	0.00%	\$115,645.00
Disposition of Capital Assets						
401-000-000-395-10-00-00	Proceeds From Sales of Capital Assets	\$0.00	\$0.00	\$0.00		\$0.00
Total Disposition of Capital Assets		\$0.00	\$0.00	\$0.00		\$0.00
Total Other Financing Sources		\$0.00	\$0.00	\$115,645.00	0.00%	\$115,645.00
Total Revenue		\$42,955.13	\$42,955.13	\$874,932.00	4.91%	\$831,976.87
Total Water		\$42,955.13	\$42,955.13	\$874,932.00	4.91%	\$831,976.87
Water & Sewer Bond Redemption						
Revenue						
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
403-000-000-361-11-00-00	Investment Interest	\$0.00	\$0.00	\$0.00		\$0.00
Total Total Investment Interest		\$0.00	\$0.00	\$0.00		\$0.00
Total Interest and Other Earnings		\$0.00	\$0.00	\$0.00		\$0.00
Total Miscellaneous Revenues		\$0.00	\$0.00	\$0.00		\$0.00
Other Financing Sources						
403-000-000-397-00-00-00	Intertie Loan Usda 91-01	\$0.00	\$0.00	\$4,354.00	0.00%	\$4,354.00
403-000-000-397-00-00-02	Transfer - Sewer Usda-Sbr #3	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-397-00-00-03	Transfer-Sewer Pwtf97-791-007	\$0.00	\$0.00	\$13,905.00	0.00%	\$13,905.00
403-000-000-397-00-00-05	Transfer-Sewer Pwtf 04-691	\$0.00	\$0.00	\$1,631.00	0.00%	\$1,631.00
403-000-000-397-00-00-06	Transfer-Sewer Pwtf 05-691	\$0.00	\$0.00	\$24,312.00	0.00%	\$24,312.00
403-000-000-397-00-00-07	Transfer-Sewer DOE	\$0.00	\$0.00	\$281,316.00	0.00%	\$281,316.00
403-000-000-397-00-00-08	Transfer from Sewer PC13-961-054	\$0.00	\$0.00	\$1,221.00	0.00%	\$1,221.00
403-000-000-397-00-70-02	Transfer From Sewer Srf 94-08	\$52,153.94	\$52,153.94	\$104,308.00	50.00%	\$52,154.06
403-000-000-397-00-70-05	Tran From Wat Pwtf04-65104-013	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-397-00-72-04	Tran From Sewer Pwtf06-962-017	\$0.00	\$0.00	\$13,250.00	0.00%	\$13,250.00
403-000-000-397-00-72-06	Trans From Sewer-B of P 2008	\$14,823.40	\$14,823.40	\$29,646.00	50.00%	\$14,822.60
403-000-000-397-00-72-07	Trans From Sewer PWTF 09-951-050	\$0.00	\$0.00	\$0.00		\$0.00
Total Other Financing Sources		\$66,977.34	\$66,977.34	\$473,943.00	14.13%	\$406,965.66
Total Revenue		\$66,977.34	\$66,977.34	\$473,943.00	14.13%	\$406,965.66
Total Water & Sewer Bond Redemption		\$66,977.34	\$66,977.34	\$473,943.00	14.13%	\$406,965.66
Water & Sewer Bond Reserve						
Revenue						
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
404-000-000-361-11-00-00	Investment Interest	\$0.00	\$0.00	\$0.00		\$0.00
Total Total Investment Interest		\$0.00	\$0.00	\$0.00		\$0.00
Total Interest and Other Earnings		\$0.00	\$0.00	\$0.00		\$0.00
Total Miscellaneous Revenues		\$0.00	\$0.00	\$0.00		\$0.00
Other Financing Sources						
Transfers-In						
404-000-000-397-35-70-01	Wwtp-SRF Reserve- Refinance of USDA	\$0.00	\$0.00	\$4,668.00	0.00%	\$4,668.00
404-000-000-397-35-70-02	Wwtp Srf Reserve- First Avenue	\$0.00	\$0.00	\$12,920.00	0.00%	\$12,920.00
404-000-000-397-35-70-03	Wwtp 2004-Usda Reserve	\$0.00	\$0.00	\$0.00		\$0.00
404-000-000-397-35-72-06	Wwtp 2008 Reserve-B of P	\$0.00	\$0.00	\$2,965.00	0.00%	\$2,965.00
Total Transfers-In		\$0.00	\$0.00	\$20,553.00	0.00%	\$20,553.00
Total Other Financing Sources		\$0.00	\$0.00	\$20,553.00	0.00%	\$20,553.00
Total Revenue		\$0.00	\$0.00	\$20,553.00	0.00%	\$20,553.00
Total Water & Sewer Bond Reserve		\$0.00	\$0.00	\$20,553.00	0.00%	\$20,553.00
Stormwater						
Revenue						
Charges for Goods and Services						
Physical Environment						

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
408-000-000-343-10-00-00	Storm Drainage	\$21,363.37	\$21,363.37	\$87,474.00	24.42%	\$66,110.63
Total Physical Environment		\$21,363.37	\$21,363.37	\$87,474.00	24.42%	\$66,110.63
Total Charges for Goods and Services		\$21,363.37	\$21,363.37	\$87,474.00	24.42%	\$66,110.63
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
408-000-000-361-11-00-00	Investment Interest	\$14.36	\$14.36	\$0.00		(\$14.36)
Total Total Investment Interest		\$14.36	\$14.36	\$0.00		(\$14.36)
Total Interest and Other Earnings		\$14.36	\$14.36	\$0.00		(\$14.36)
Total Miscellaneous Revenues		\$14.36	\$14.36	\$0.00		(\$14.36)
408-000-000-397-00-00-01	Transfer from 301	\$0.00	\$0.00	\$0.00		\$0.00
408-000-000-397-00-00-02	Transfer from 101	\$0.00	\$0.00	\$0.00		\$0.00
Total Revenue		\$21,377.73	\$21,377.73	\$87,474.00	24.44%	\$66,096.27
Total Stormwater		\$21,377.73	\$21,377.73	\$87,474.00	24.44%	\$66,096.27
Sewer						
Revenue						
Charges for Goods and Services						
Physical Environment						
409-000-000-343-50-00-00	Sewer Service Charges	\$62,254.56	\$62,254.56	\$782,453.00	7.96%	\$720,198.44
409-000-000-343-51-00-00	Seaview Sewer District Fees	\$47,715.20	\$47,715.20	\$204,779.00	23.30%	\$157,063.80
Total Physical Environment		\$109,969.76	\$109,969.76	\$987,232.00	11.14%	\$877,262.24
409-000-000-345-52-00-00	Seaview - SRF Loan Match	\$18,893.38	\$18,893.38	\$94,282.00	20.04%	\$75,388.62
Total Charges for Goods and Services		\$128,863.14	\$128,863.14	\$1,081,514.00	11.92%	\$952,650.86
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
409-000-000-361-11-00-00	Investment Income	\$155.24	\$155.24	\$500.00	31.05%	\$344.76
Total Total Investment Interest		\$155.24	\$155.24	\$500.00	31.05%	\$344.76
409-000-000-361-40-00-00	Other Revenue Sources	\$317.07	\$317.07	\$10,000.00	3.17%	\$9,682.93
Total Interest and Other Earnings		\$472.31	\$472.31	\$10,500.00	4.50%	\$10,027.69
Total Miscellaneous Revenues		\$472.31	\$472.31	\$10,500.00	4.50%	\$10,027.69
Proprietary Funds Revenues						
409-000-000-372-00-00-00	Insurance Recovery	\$0.00	\$0.00	\$0.00		\$0.00
409-000-000-379-00-00-00	Sewer Connections	\$0.00	\$0.00	\$0.00		\$0.00
Total Proprietary Funds Revenues		\$0.00	\$0.00	\$0.00		\$0.00
Other Financing Sources						
409-000-000-391-80-00-00	Intergovernmental Loan Proceed	\$0.00	\$0.00	\$285,000.00	0.00%	\$285,000.00
409-000-000-391-80-00-01	Loan Proceeds	\$0.00	\$0.00	\$0.00		\$0.00
Disposition of Capital Assets						
409-000-000-395-10-00-00	Proceeds Surplus Property	\$0.00	\$0.00	\$0.00		\$0.00
Total Disposition of Capital Assets		\$0.00	\$0.00	\$0.00		\$0.00
Total Other Financing Sources		\$0.00	\$0.00	\$285,000.00	0.00%	\$285,000.00
Total Revenue		\$129,335.45	\$129,335.45	\$1,377,014.00	9.39%	\$1,247,678.55
Total Sewer		\$129,335.45	\$129,335.45	\$1,377,014.00	9.39%	\$1,247,678.55



Expenditure

Starting Account Number: 001-000-000-508-80-00-00 Ending Cash & Investments
 Ending Account Number: 999-000-000-584-00-00-00 Purchase of Investments
 Period: 2016 - January

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
General Fund Current Expense						
Expenditure						
General Government Services						
Legislative						
Official Publication Services						
001-000-000-511-60-44-00	Official Publications	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
Total Official Publication Services		\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
Legislative Services						
001-000-000-511-60-10-00	Salaries & Wages	\$1,538.86	\$1,538.86	\$18,000.00	8.55%	\$16,461.14
001-000-000-511-60-20-00	Personnel Benefits	\$83.82	\$83.82	\$1,537.00	5.45%	\$1,453.18
001-000-000-511-60-41-01	IT/Software Services	\$1,698.26	\$1,698.26	\$9,227.00	18.41%	\$7,528.74
001-000-000-511-60-43-00	Travel/Meals/Lodging	\$0.00	\$0.00	\$500.00	0.00%	\$500.00
001-000-000-511-60-46-00	Insurances	\$7,703.96	\$7,703.96	\$7,730.00	99.66%	\$26.04
001-000-000-511-60-47-00	Electricity	\$164.34	\$164.34	\$0.00		(\$164.34)
001-000-000-511-60-47-02	City Sewer - Museum	\$0.00	\$0.00	\$800.00	0.00%	\$800.00
001-000-000-511-60-48-00	Repair & Maintenance	\$0.00	\$0.00	\$200.00	0.00%	\$200.00
001-000-000-511-60-49-00	Miscellaneous	\$0.00	\$0.00	\$100.00	0.00%	\$100.00
001-000-000-511-60-49-01	Miscellaneous	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-511-60-51-00	Election Costs	\$6,556.27	\$6,556.27	\$7,000.00	93.66%	\$443.73
Total Legislative Services		\$17,745.51	\$17,745.51	\$45,094.00	39.35%	\$27,348.49
Total Legislative		\$17,745.51	\$17,745.51	\$47,594.00	37.29%	\$29,848.49
Judicial						
001-000-000-512-50-40-03	Municipal Court Services	\$1,236.00	\$1,236.00	\$17,250.00	7.17%	\$16,014.00
001-000-000-512-50-40-04	Court Remit TO State	\$0.00	\$0.00	\$3,500.00	0.00%	\$3,500.00
Total Judicial		\$1,236.00	\$1,236.00	\$20,750.00	5.96%	\$19,514.00
Financial and Records Services						
Financial Services						
001-000-000-514-20-10-00	Salaries & Wages	\$3,406.67	\$3,406.67	\$35,578.00	9.58%	\$32,171.33
001-000-000-514-20-20-00	Personnel Benefits	\$1,279.84	\$1,279.84	\$12,013.00	10.65%	\$10,733.16
001-000-000-514-20-31-00	Office & Operating Supplies	\$199.37	\$199.37	\$6,500.00	3.07%	\$6,300.63
001-000-000-514-20-35-00	Small Tools & Equipment	\$0.00	\$0.00	\$2,000.00	0.00%	\$2,000.00
001-000-000-514-20-41-00	Professional Services	\$431.26	\$431.26	\$6,500.00	6.63%	\$6,068.74
001-000-000-514-20-42-00	Communication	\$349.57	\$349.57	\$4,080.00	8.57%	\$3,730.43
001-000-000-514-20-43-00	Travel/Meals/Lodging	\$0.00	\$0.00	\$1,000.00	0.00%	\$1,000.00
001-000-000-514-20-43-01	Training	\$0.00	\$0.00	\$1,500.00	0.00%	\$1,500.00
001-000-000-514-20-45-00	Postage Meter Rental	\$0.00	\$0.00	\$1,452.00	0.00%	\$1,452.00
001-000-000-514-20-46-00	Insurance	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-514-20-47-00	Electricity	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-514-20-47-01	Garbage Bills	\$0.00	\$0.00	\$3,049.00	0.00%	\$3,049.00
001-000-000-514-20-47-02	Water - City Hall	\$0.00	\$0.00	\$432.00	0.00%	\$432.00
001-000-000-514-20-47-03	Sewer - City Hall	\$0.00	\$0.00	\$1,440.00	0.00%	\$1,440.00
001-000-000-514-20-47-04	Storm Drainage	\$0.00	\$0.00	\$300.00	0.00%	\$300.00
001-000-000-514-20-48-00	Repairs & Maintenance	\$0.00	\$0.00	\$500.00	0.00%	\$500.00
001-000-000-514-20-49-00	Miscellaneous	\$0.00	\$0.00	\$3,000.00	0.00%	\$3,000.00
Budgeting, Accounting, Auditing (State Auditors)						
001-000-000-514-23-41-00	Audit Costs	\$0.00	\$0.00	\$0.00		\$0.00
Total Budgeting, Accounting, Auditing (State)		\$0.00	\$0.00	\$0.00		\$0.00
Total Financial Services		\$5,666.71	\$5,666.71	\$79,344.00	7.14%	\$73,677.29
Records Services						
001-000-000-514-30-50-00	Records Services	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-514-31-40-00	Recording Fees	\$0.00	\$0.00	\$0.00		\$0.00
Total Records Services		\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-514-81-00-00	Licensing Fees	\$0.00	\$0.00	\$0.00		\$0.00
Total Financial and Records Services		\$5,666.71	\$5,666.71	\$79,344.00	7.14%	\$73,677.29
Legal						
001-000-000-515-30-41-00	Legal Services	\$3,176.00	\$3,176.00	\$20,000.00	15.88%	\$16,824.00
Total Legal		\$3,176.00	\$3,176.00	\$20,000.00	15.88%	\$16,824.00
Other General Government Services						
Miscellaneous						
001-000-000-519-70-49-00	Assoc of WA Cities (dues)	\$477.00	\$477.00	\$720.00	66.25%	\$243.00
001-000-000-519-70-49-01	Pacific Council of	\$1,500.00	\$1,500.00	\$1,500.00	100.00%	\$0.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
001-000-000-519-70-49-02	Misc General Government	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-519-70-49-03	Pacific County EDC	\$500.00	\$500.00	\$500.00	100.00%	\$0.00
Total Miscellaneous		\$2,477.00	\$2,477.00	\$2,720.00	91.07%	\$243.00
Total Other General Government Services		\$2,477.00	\$2,477.00	\$2,720.00	91.07%	\$243.00
Total General Government Services		\$30,301.22	\$30,301.22	\$170,408.00	17.78%	\$140,106.78
Public Safety						
Law Enforcement Administration						
001-000-000-521-10-50-00	Law Enforcement Contract	\$18,568.33	\$18,568.33	\$222,820.00	8.33%	\$204,251.67
Total Administration		\$18,568.33	\$18,568.33	\$222,820.00	8.33%	\$204,251.67
001-000-000-521-30-40-00	Drug Task Force	\$0.00	\$0.00	\$0.00		\$0.00
Total Law Enforcement		\$18,568.33	\$18,568.33	\$222,820.00	8.33%	\$204,251.67
Fire Control Administration						
001-000-000-522-10-10-00	Salaries & Wages	\$1,520.54	\$1,520.54	\$17,857.00	8.52%	\$16,336.46
001-000-000-522-10-20-00	Personnel Benefits	\$939.21	\$939.21	\$11,288.00	8.32%	\$10,348.79
001-000-000-522-10-20-01	Board of Volunteer Firemen	\$0.00	\$0.00	\$2,000.00	0.00%	\$2,000.00
001-000-000-522-10-20-02	Life & Disability Insurance	\$0.00	\$0.00	\$3,600.00	0.00%	\$3,600.00
001-000-000-522-10-31-00	Office & Operating Supplies	\$104.75	\$104.75	\$8,000.00	1.31%	\$7,895.25
001-000-000-522-10-31-01	Training/Attendance	\$40.00	\$40.00	\$9,150.00	0.44%	\$9,110.00
001-000-000-522-10-32-00	Gasoline	\$124.59	\$124.59	\$1,700.00	7.33%	\$1,575.41
001-000-000-522-10-35-00	Small Tools & Equipment	\$0.00	\$0.00	\$7,000.00	0.00%	\$7,000.00
001-000-000-522-10-42-00	Communication	\$418.41	\$418.41	\$4,440.00	9.42%	\$4,021.59
001-000-000-522-10-49-00	Miscellaneous	\$0.00	\$0.00	\$0.00		\$0.00
Total Administration		\$3,147.50	\$3,147.50	\$65,035.00	4.84%	\$61,887.50
Facilities						
001-000-000-522-50-46-00	Insurance	\$9,979.79	\$9,979.79	\$10,017.00	99.63%	\$37.21
001-000-000-522-50-47-00	Electricity	\$957.70	\$957.70	\$7,000.00	13.68%	\$6,042.30
001-000-000-522-50-47-01	Water	\$0.00	\$0.00	\$1,600.00	0.00%	\$1,600.00
001-000-000-522-50-47-02	Sewer	\$0.00	\$0.00	\$3,100.00	0.00%	\$3,100.00
001-000-000-522-50-47-03	Storm Drainage	\$0.00	\$0.00	\$600.00	0.00%	\$600.00
001-000-000-522-50-48-00	Repair & Maintenance	\$140.03	\$140.03	\$3,000.00	4.67%	\$2,859.97
Total Facilities		\$11,077.52	\$11,077.52	\$25,317.00	43.76%	\$14,239.48
001-000-000-522-60-48-00	Vehicle & Equipment	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
Total Fire Control		\$14,225.02	\$14,225.02	\$92,852.00	15.32%	\$78,626.98
Detention and/or Correction Monitoring Of Prisoners						
001-000-000-523-20-40-00	Correctional Institutions	\$0.00	\$0.00	\$3,000.00	0.00%	\$3,000.00
001-000-000-523-21-00-01	Juvenile Facility	\$0.00	\$0.00	\$50.00	0.00%	\$50.00
Total Monitoring Of Prisoners		\$0.00	\$0.00	\$3,050.00	0.00%	\$3,050.00
Total Detention and/or Correction		\$0.00	\$0.00	\$3,050.00	0.00%	\$3,050.00
Emergency Services Emergency Preparedness						
001-000-000-525-60-51-00	Disaster Preparedness	\$1,650.00	\$1,650.00	\$5,753.00	28.68%	\$4,103.00
Total Emergency Preparedness		\$1,650.00	\$1,650.00	\$5,753.00	28.68%	\$4,103.00
Total Emergency Services		\$1,650.00	\$1,650.00	\$5,753.00	28.68%	\$4,103.00
Communications, Alarms and Dispatch Operations - Contracted Services						
001-000-000-528-60-51-00	Dispatch Services	\$7,210.71	\$7,210.71	\$26,564.00	27.14%	\$19,353.29
Total Operations - Contracted Services		\$7,210.71	\$7,210.71	\$26,564.00	27.14%	\$19,353.29
Total Communications, Alarms and Dispatch		\$7,210.71	\$7,210.71	\$26,564.00	27.14%	\$19,353.29
Total Public Safety		\$41,654.06	\$41,654.06	\$351,039.00	11.87%	\$309,384.94
Economic Environment						
001-000-000-553-70-51-00	Air Pollution Control	\$425.00	\$425.00	\$423.00	100.47%	(\$2.00)
Community Services Information Services						
001-000-000-557-20-41-00	Ilwaco Web Page	\$175.00	\$175.00	\$2,000.00	8.75%	\$1,825.00
Total Information Services		\$175.00	\$175.00	\$2,000.00	8.75%	\$1,825.00
Total Community Services		\$175.00	\$175.00	\$2,000.00	8.75%	\$1,825.00
Planning and Community Development Planning						
001-000-000-558-60-41-00	Planner Services	\$0.00	\$0.00	\$25,000.00	0.00%	\$25,000.00
Total Planning		\$0.00	\$0.00	\$25,000.00	0.00%	\$25,000.00
Total Planning and Community Development		\$0.00	\$0.00	\$25,000.00	0.00%	\$25,000.00
Total Economic Environment		\$600.00	\$600.00	\$27,423.00	2.19%	\$26,823.00
Mental and Physical Health Substance Abuse						
001-000-000-566-00-51-00	Alcohol Program 2%	\$0.00	\$0.00	\$250.00	0.00%	\$250.00
Total Substance Abuse		\$0.00	\$0.00	\$250.00	0.00%	\$250.00
Total Mental and Physical Health		\$0.00	\$0.00	\$250.00	0.00%	\$250.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Culture and Recreation						
Libraries						
Facilities						
001-000-000-572-50-41-00	Custodian Library	\$335.00	\$335.00	\$4,140.00	8.09%	\$3,805.00
001-000-000-572-50-46-00	Insurance	\$1,825.27	\$1,825.27	\$1,870.00	97.61%	\$44.73
001-000-000-572-50-47-00	Electricity	\$848.22	\$848.22	\$6,500.00	13.05%	\$5,651.78
001-000-000-572-50-47-01	City Water	\$0.00	\$0.00	\$1,200.00	0.00%	\$1,200.00
001-000-000-572-50-47-02	City Sewer	\$0.00	\$0.00	\$2,200.00	0.00%	\$2,200.00
001-000-000-572-50-47-03	Storm Drainage	\$0.00	\$0.00	\$100.00	0.00%	\$100.00
001-000-000-572-50-48-00	Repairs & Maintenance	\$0.00	\$0.00	\$1,500.00	0.00%	\$1,500.00
001-000-000-572-50-49-00	Miscellaneous	\$0.00	\$0.00	\$100.00	0.00%	\$100.00
Total Facilities		\$3,008.49	\$3,008.49	\$17,610.00	17.08%	\$14,601.51
Total Libraries		\$3,008.49	\$3,008.49	\$17,610.00	17.08%	\$14,601.51
Spectator and Community Events						
001-000-000-573-90-30-00	Street Banners	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-573-90-49-00	Black Lake Fishing Derby	\$0.00	\$0.00	\$4,200.00	0.00%	\$4,200.00
001-000-000-573-90-49-01	Port of Ilwaco Fireworks	\$0.00	\$0.00	\$0.00		\$0.00
Total Spectator and Community Events		\$0.00	\$0.00	\$4,200.00	0.00%	\$4,200.00
001-000-000-575-50-40-00	Community Bldg Other -	\$565.48	\$565.48	\$5,000.00	11.31%	\$4,434.52
001-000-000-575-50-40-01	Community Bldg Other-	\$804.27	\$804.27	\$2,000.00	40.21%	\$1,195.73
001-000-000-575-50-40-02	Community Building Water	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-575-50-40-03	Community Building Sewer	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-575-50-40-04	Community Building	\$9,576.00	\$9,576.00	\$9,576.00	100.00%	\$0.00
Park Facilities						
General Parks						
001-000-000-576-80-10-00	Parks Salaries and Wages	\$3,273.24	\$3,273.24	\$42,727.00	7.66%	\$39,453.76
001-000-000-576-80-20-00	Parks Benefits	\$1,437.88	\$1,437.88	\$19,035.00	7.55%	\$17,597.12
001-000-000-576-80-31-00	Office & Operating Supplies	\$1,139.91	\$1,139.91	\$5,000.00	22.80%	\$3,860.09
001-000-000-576-80-34-00	Aquatic Weed Treatment	\$4,811.55	\$4,811.55	\$20,000.00	24.06%	\$15,188.45
001-000-000-576-80-34-01	RCO Expenses	\$0.00	\$0.00	\$150,000.00	0.00%	\$150,000.00
001-000-000-576-80-34-02	DOE Shoreline Master	\$1,710.00	\$1,710.00	\$25,000.00	6.84%	\$23,290.00
001-000-000-576-80-35-00	Small Tools & Equipment	\$0.00	\$0.00	\$7,000.00	0.00%	\$7,000.00
001-000-000-576-80-46-00	Insurance	\$2,401.04	\$2,401.04	\$2,409.00	99.67%	\$7.96
001-000-000-576-80-47-00	Electricity	\$115.88	\$115.88	\$1,000.00	11.59%	\$884.12
001-000-000-576-80-47-01	Water-Parks, Sprinklers,Blk	\$0.00	\$0.00	\$2,600.00	0.00%	\$2,600.00
001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$0.00	\$0.00	\$2,400.00	0.00%	\$2,400.00
001-000-000-576-80-47-03	Storm Drainage	\$1,439.36	\$1,439.36	\$1,500.00	95.96%	\$60.64
001-000-000-576-80-48-00	Repairs & Maintenance	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
001-000-000-576-80-49-00	Miscellaneous	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-80-49-01	Other	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-80-49-02	Ilwaco Park From	\$0.00	\$0.00	\$150,000.00	0.00%	\$150,000.00
Total General Parks		\$16,328.86	\$16,328.86	\$433,671.00	3.77%	\$417,342.14
Total Park Facilities		\$16,328.86	\$16,328.86	\$433,671.00	3.77%	\$417,342.14
Total Culture and Recreation		\$30,283.10	\$30,283.10	\$472,057.00	6.42%	\$441,773.90
Debt Service						
Redemption Of Long-Term Debt - Governmental Funds						
001-000-000-591-13-71-00	Usda RD #97-09 Bond -	\$0.00	\$0.00	\$20,261.00	0.00%	\$20,261.00
001-000-000-591-22-71-00	BOP Fire Station - Prin	\$0.00	\$0.00	\$39,073.00	0.00%	\$39,073.00
001-000-000-591-48-71-01	John Deer Mower 8157-96 -	\$1,000.00	\$1,000.00	\$12,000.00	8.33%	\$11,000.00
001-000-000-591-73-71-00	BOP Community Bldg - Prin	\$0.00	\$0.00	\$16,195.00	0.00%	\$16,195.00
Total Redemption Of Long-Term Debt - Governmental		\$1,000.00	\$1,000.00	\$87,529.00	1.14%	\$86,529.00
Interest And Other Debt Service Costs						
001-000-000-592-13-83-00	Usda RD #97-09 Bond -	\$0.00	\$0.00	\$6,267.00	0.00%	\$6,267.00
001-000-000-592-22-83-00	BOP Fire Station - Interest	\$0.00	\$0.00	\$38,359.00	0.00%	\$38,359.00
001-000-000-592-48-83-00	John Deer Mower 8157-96 -	\$82.23	\$82.23	\$984.00	8.36%	\$901.77
001-000-000-592-73-83-00	BOP Community Bldg -	\$0.00	\$0.00	\$12,832.00	0.00%	\$12,832.00
Total Interest And Other Debt Service Costs		\$82.23	\$82.23	\$58,442.00	0.14%	\$58,359.77
Capital Expenditures						
001-000-000-594-14-62-00	Governmental Facility	\$118.69	\$118.69	\$3,000.00	3.96%	\$2,881.31
001-000-000-594-14-64-00	Administrative Equipment	\$0.00	\$0.00	\$0.00		\$0.00
Equipment						
001-000-000-594-64-22-00	Fire Department Vehicles	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-64-22-01	Fire Equipment	\$0.00	\$0.00	\$0.00		\$0.00
Total Equipment		\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-76-64-00	Parks Vehicles	\$0.00	\$0.00	\$1,500.00	0.00%	\$1,500.00
Total Capital Expenditures		\$118.69	\$118.69	\$4,500.00	2.64%	\$4,381.31
001-000-000-597-00-00-00	Contingency	\$0.00	\$0.00	\$0.00		\$0.00
Total Debt Service		\$1,200.92	\$1,200.92	\$150,471.00	0.80%	\$149,270.08
Total Expenditure		\$104,039.30	\$104,039.30	\$1,171,648.00	8.88%	\$1,067,608.70
Total General Fund Current Expense		\$104,039.30	\$104,039.30	\$1,171,648.00	8.88%	\$1,067,608.70

City Streets

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Expenditure						
Transportation						
Road and Street Maintenance						
Roadway						
101-000-000-542-30-10-00	Salaries & Wages	\$2,836.49	\$2,836.49	\$29,377.00	9.66%	\$26,540.51
101-000-000-542-30-20-00	Benefits	\$1,216.61	\$1,216.61	\$12,984.00	9.37%	\$11,767.39
101-000-000-542-30-31-00	Roadway Operating	\$0.00	\$0.00	\$1,000.00	0.00%	\$1,000.00
101-000-000-542-30-35-00	Roadway Equipment	\$0.00	\$0.00	\$1,500.00	0.00%	\$1,500.00
Total Roadway		\$4,053.10	\$4,053.10	\$44,861.00	9.03%	\$40,807.90
Traffic And Pedestrian Services						
Street Lighting						
101-000-000-542-63-47-00	Street Light Operating	\$682.17	\$682.17	\$6,005.00	11.36%	\$5,322.83
Total Street Lighting		\$682.17	\$682.17	\$6,005.00	11.36%	\$5,322.83
Snow And Ice Control						
101-000-000-542-66-31-00	Ice Control Operating	\$0.00	\$0.00	\$400.00	0.00%	\$400.00
Total Snow And Ice Control		\$0.00	\$0.00	\$400.00	0.00%	\$400.00
Street Cleaning						
101-000-000-542-67-30-00	Street Cleaning	\$0.00	\$0.00	\$4,000.00	0.00%	\$4,000.00
Total Street Cleaning		\$0.00	\$0.00	\$4,000.00	0.00%	\$4,000.00
Total Traffic And Pedestrian Services		\$682.17	\$682.17	\$10,405.00	6.56%	\$9,722.83
Roadside						
101-000-000-542-70-31-00	Roadside Operating	\$0.00	\$0.00	\$3,000.00	0.00%	\$3,000.00
Total Roadside		\$0.00	\$0.00	\$3,000.00	0.00%	\$3,000.00
Total Road and Street Maintenance		\$4,735.27	\$4,735.27	\$58,266.00	8.13%	\$53,530.73
Road and Street General Administration / Overhead						
101-000-000-543-30-30-00	Office And Operating	\$329.45	\$329.45	\$6,000.00	5.49%	\$5,670.55
101-000-000-543-30-30-01	Gasoline & Oil Products	\$227.43	\$227.43	\$2,000.00	11.37%	\$1,772.57
101-000-000-543-30-30-02	Small Tools & Equipment	\$0.00	\$0.00	\$1,500.00	0.00%	\$1,500.00
101-000-000-543-30-40-00	Safety Training	\$0.00	\$0.00	\$500.00	0.00%	\$500.00
101-000-000-543-30-40-01	Insurance	\$1,473.03	\$1,473.03	\$1,453.00	101.38%	(\$20.03)
Total Road and Street General Administration /		\$2,029.91	\$2,029.91	\$11,453.00	17.72%	\$9,423.09
Total Transportation		\$6,765.18	\$6,765.18	\$69,719.00	9.70%	\$62,953.82
Debt Service						
Roads/Streets Construction & Other Infrastructure						
Roadway						
101-000-000-595-30-65-00	Roadway Construction	\$0.00	\$0.00	\$0.00		\$0.00
Total Roadway		\$0.00	\$0.00	\$0.00		\$0.00
Traffic And Pedestrian Services						
Sidewalks						
101-000-000-595-61-60-01	Sidewalks	\$0.00	\$0.00	\$0.00		\$0.00
Total Sidewalks		\$0.00	\$0.00	\$0.00		\$0.00
Total Traffic And Pedestrian Services		\$0.00	\$0.00	\$0.00		\$0.00
Total Roads/Streets Construction & Other		\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-597-00-00-01	Contingency	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-597-00-00-03	Transfer TO 001-Bldg.	\$0.00	\$0.00	\$11,845.00	0.00%	\$11,845.00
101-000-000-597-00-00-10	Transfer TO 408	\$0.00	\$0.00	\$0.00		\$0.00
Total Debt Service		\$0.00	\$0.00	\$11,845.00	0.00%	\$11,845.00
Total Expenditure		\$6,765.18	\$6,765.18	\$81,564.00	8.29%	\$74,798.82
Total City Streets		\$6,765.18	\$6,765.18	\$81,564.00	8.29%	\$74,798.82
Tourism						
Expenditure						
104-000-000-557-30-40-03	Miscellaneous	\$0.00	\$0.00	\$7,500.00	0.00%	\$7,500.00
104-000-000-557-30-41-01	Heritage Museum	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
104-000-000-557-30-41-02	Visitors Bldg. - City Portion	\$0.00	\$0.00	\$769.00	0.00%	\$769.00
104-000-000-557-30-41-03	Ilwaco Merchants	\$0.00	\$0.00	\$3,200.00	0.00%	\$3,200.00
104-000-000-557-30-41-04	Peninsula Visitors Bureau	\$0.00	\$0.00	\$8,500.00	0.00%	\$8,500.00
104-000-000-557-30-41-05	Ilwaco Charter Association	\$0.00	\$0.00	\$1,000.00	0.00%	\$1,000.00
104-000-000-557-30-46-00	Heritage Museum -	\$5,774.28	\$5,774.28	\$5,796.00	99.63%	\$21.72
Culture and Recreation						
Spectator and Community Events						
104-000-000-573-90-00-00	Merchants/marketing	\$0.00	\$0.00	\$0.00		\$0.00
104-000-000-573-90-00-03	Visitors Bureau	\$0.00	\$0.00	\$0.00		\$0.00
Total Spectator and Community Events		\$0.00	\$0.00	\$0.00		\$0.00
Park Facilities						
General Parks						
Unit						
104-000-000-576-80-31-00	Office & Operating Supplies	\$7.83	\$7.83	\$0.00		(\$7.83)
Total Unit		\$7.83	\$7.83	\$0.00		(\$7.83)
Total General Parks		\$7.83	\$7.83	\$0.00		(\$7.83)

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Total Park Facilities		\$7.83	\$7.83	\$0.00		(\$7.83)
Total Culture and Recreation		\$7.83	\$7.83	\$0.00		(\$7.83)
Debt Service						
104-000-000-597-00-00-00	Contingency	\$0.00	\$0.00	\$36,000.00	0.00%	\$36,000.00
104-000-000-597-00-00-01	Transfer TO 001	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
Total Debt Service		\$0.00	\$0.00	\$38,500.00	0.00%	\$38,500.00
Total Expenditure		\$5,782.11	\$5,782.11	\$70,265.00	8.23%	\$64,482.89
Total Tourism		\$5,782.11	\$5,782.11	\$70,265.00	8.23%	\$64,482.89
Excise Reserve						
Expenditure						
Debt Service						
301-000-000-597-00-00-01	Transfer TO 001	\$0.00	\$0.00	\$0.00		\$0.00
301-000-000-597-00-00-10	Transfer TO 408	\$0.00	\$0.00	\$0.00		\$0.00
Total Debt Service		\$0.00	\$0.00	\$0.00		\$0.00
Total Expenditure		\$0.00	\$0.00	\$0.00		\$0.00
Total Excise Reserve		\$0.00	\$0.00	\$0.00		\$0.00
Water						
Expenditure						
Utilities and Environment						
Water Utilities						
401-000-000-534-00-10-00	Salaries & Wages	\$15,635.24	\$15,635.24	\$168,783.00	9.26%	\$153,147.76
401-000-000-534-00-20-00	Benefits	\$6,887.64	\$6,887.64	\$60,378.00	11.41%	\$53,490.36
401-000-000-534-00-31-00	Operation & Maintenance	\$3,487.47	\$3,487.47	\$38,000.00	9.18%	\$34,512.53
401-000-000-534-00-31-01	Chemicals	\$1,843.90	\$1,843.90	\$32,000.00	5.76%	\$30,156.10
401-000-000-534-00-31-02	Monthly Excise Tax Pay	\$3,212.41	\$3,212.41	\$37,289.00	8.61%	\$34,076.59
401-000-000-534-00-31-03	Annual Meter Calibrations	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
401-000-000-534-00-31-04	Annual Permit Fees	\$3,297.00	\$3,297.00	\$5,000.00	65.94%	\$1,703.00
401-000-000-534-00-31-05	Cleaning Water Tanks	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-31-06	Office & Customer Service	\$2,082.85	\$2,082.85	\$8,000.00	26.04%	\$5,917.15
401-000-000-534-00-32-00	Gasoline	\$398.22	\$398.22	\$7,500.00	5.31%	\$7,101.78
401-000-000-534-00-33-00	Intertie Water	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-35-00	Small Tools & Equipment	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
401-000-000-534-00-35-01	Small Tools & Equipment -	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
401-000-000-534-00-41-00	Professional Services	\$0.00	\$0.00	\$8,000.00	0.00%	\$8,000.00
401-000-000-534-00-41-01	Attorney Fees	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-41-03	Professional Services -	\$0.00	\$0.00	\$20,000.00	0.00%	\$20,000.00
401-000-000-534-00-41-04	Professional Services -	\$120.00	\$120.00	\$9,000.00	1.33%	\$8,880.00
401-000-000-534-00-41-05	Water Comp. Plan-	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-42-00	Communications	\$411.78	\$411.78	\$4,500.00	9.15%	\$4,088.22
401-000-000-534-00-43-00	Travel/Meals/Lodging	\$0.00	\$0.00	\$2,000.00	0.00%	\$2,000.00
401-000-000-534-00-44-00	Advertising & Printing	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-46-00	Insurance	\$19,679.70	\$19,679.70	\$19,742.00	99.68%	\$62.30
401-000-000-534-00-47-00	Electricity	\$2,382.06	\$2,382.06	\$36,050.00	6.61%	\$33,667.94
401-000-000-534-00-47-01	Water	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-47-02	Sewer	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-47-03	Storm Drainage	\$654.26	\$654.26	\$950.00	68.87%	\$295.74
401-000-000-534-00-48-00	Vehicle	\$0.00	\$0.00	\$4,500.00	0.00%	\$4,500.00
401-000-000-534-00-48-01	Water Line Replacement	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
401-000-000-534-00-49-00	Miscellaneous	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-49-01	Safety Training	\$100.00	\$100.00	\$500.00	20.00%	\$400.00
401-000-000-534-00-49-02	Software Upgrade	\$0.00	\$0.00	\$2,000.00	0.00%	\$2,000.00
Total Water Utilities		\$60,192.53	\$60,192.53	\$481,692.00	12.50%	\$421,499.47
Total Utilities and Environment		\$60,192.53	\$60,192.53	\$481,692.00	12.50%	\$421,499.47
Debt Service						
Redemption of Long Term Debt - Proprietary Funds						
401-000-000-591-34-72-00	Principal Pwtf - 94206	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-591-34-72-01	Principal Pwtf - 04-65104-	\$0.00	\$0.00	\$16,949.00	0.00%	\$16,949.00
401-000-000-591-34-72-02	Principal DWSRF 11-952-	\$0.00	\$0.00	\$20,475.00	0.00%	\$20,475.00
401-000-000-591-34-72-03	Principal DWSRF 11-952-	\$0.00	\$0.00	\$38,824.06	0.00%	\$38,824.06
401-000-000-591-34-72-04	Principal DWSRF 11-952-	\$0.00	\$0.00	\$3,465.00	0.00%	\$3,465.00
Total Redemption of Long Term Debt - Proprietary		\$0.00	\$0.00	\$79,713.06	0.00%	\$79,713.06
Interest And Other Debt Service Costs						
401-000-000-592-34-80-00	Interest Pwtf - 94206	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-592-34-83-01	Interest Pwtf - 04-65104-	\$0.00	\$0.00	\$1,695.00	0.00%	\$1,695.00
401-000-000-592-34-83-02	Interest DWSRF 11-952-	\$0.00	\$0.00	\$5,528.26	0.00%	\$5,528.26
401-000-000-592-34-83-03	Interest DWSRF 11-952-	\$0.00	\$0.00	\$11,064.86	0.00%	\$11,064.86
401-000-000-592-34-83-04	Interest DWSRF 11-952-	\$0.00	\$0.00	\$987.52	0.00%	\$987.52
Total Interest And Other Debt Service Costs		\$0.00	\$0.00	\$19,275.64	0.00%	\$19,275.64
Capital Expenditures						
401-000-000-594-34-41-01	Engineering - Plant	\$0.00	\$0.00	\$115,645.00	0.00%	\$115,645.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
401-000-000-594-34-41-02	Engineering - Distribution	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-594-34-62-01	Construction - Plant	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-594-34-62-02	Construction - Distribution	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-594-34-62-03	Plant Improvements	\$4,982.87	\$4,982.87	\$14,000.00	35.59%	\$9,017.13
401-000-000-594-34-64-00	Vehicle Purchase	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-594-34-64-01	Equipment	\$0.00	\$0.00	\$50,000.00	0.00%	\$50,000.00
401-000-000-594-34-64-02	Contingency	\$0.00	\$0.00	\$90,000.00	0.00%	\$90,000.00
Total Capital Expenditures		\$4,982.87	\$4,982.87	\$269,645.00	1.85%	\$264,662.13
Transfer Out						
401-000-000-597-00-00-02	Transfer TO 001	\$0.00	\$0.00	\$15,250.00	0.00%	\$15,250.00
401-000-000-597-00-00-03	Transfer TO 403 Usda 91-	\$0.00	\$0.00	\$4,354.00	0.00%	\$4,354.00
401-000-000-597-00-00-04	Transfer To403pwtf04-	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-597-00-00-05	Transfer to 101	\$0.00	\$0.00	\$0.00		\$0.00
Total Transfer Out		\$0.00	\$0.00	\$19,604.00	0.00%	\$19,604.00
Total Debt Service		\$4,982.87	\$4,982.87	\$388,237.70	1.28%	\$383,254.83
Total Expenditure		\$65,175.40	\$65,175.40	\$869,929.70	7.49%	\$804,754.30
Total Water		\$65,175.40	\$65,175.40	\$869,929.70	7.49%	\$804,754.30

Water & Sewer Bond Redemption Expenditure

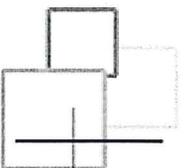
Debt Service						
403-000-000-591-34-70-05	Pwtf 04-65104-013	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-591-34-72-00	Usda 91-01 Principal	\$0.00	\$0.00	\$2,499.00	0.00%	\$2,499.00
403-000-000-591-35-70-01	Pwtf 97-791-007 Principal	\$0.00	\$0.00	\$13,118.00	0.00%	\$13,118.00
403-000-000-591-35-70-03	Pwtf 04-691 Principal	\$0.00	\$0.00	\$1,496.00	0.00%	\$1,496.00
403-000-000-591-35-70-04	Pwtf 05-691 Principal	\$0.00	\$0.00	\$20,260.00	0.00%	\$20,260.00
403-000-000-591-35-72-01	Srf 94-08 Principal Only	\$52,153.94	\$52,153.94	\$104,308.00	50.00%	\$52,154.06
403-000-000-591-35-72-04	Pwtf - 06-962-0017	\$0.00	\$0.00	\$12,559.00	0.00%	\$12,559.00
403-000-000-591-35-72-05	PWTF PC13-961-054	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-591-35-72-06	B of P - 2008 - Principal	\$7,945.08	\$7,945.08	\$16,022.00	49.59%	\$8,076.92
403-000-000-591-35-72-07	PWTF PR09-951-050	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-591-35-78-00	DOE SRF L1300001-	\$0.00	\$0.00	\$137,279.00	0.00%	\$137,279.00
403-000-000-591-35-78-01	DOE SRF L1300003 -	\$0.00	\$0.00	\$37,481.00	0.00%	\$37,481.00
403-000-000-591-35-78-02	DOE SRF L1300006 -	\$0.00	\$0.00	\$4,961.00	0.00%	\$4,961.00
Interest And Other Debt Service Costs						
403-000-000-592-34-80-00	Usda 91-01 Interest	\$0.00	\$0.00	\$1,855.00	0.00%	\$1,855.00
403-000-000-592-34-80-02	Pwtf - 2003 Interest	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-592-34-80-03	Ptwf 04-691 Interest	\$0.00	\$0.00	\$787.00	0.00%	\$787.00
403-000-000-592-35-80-00	Usda 92-07 Interest	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-592-35-80-01	Usda-Sbr #3 - Interest	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-592-35-80-04	Pwtf - 06-962-0017 Interest	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-592-35-80-05	PWTF PC13-961-054	\$0.00	\$0.00	\$1,211.00	0.00%	\$1,211.00
403-000-000-592-35-80-06	B of P - 2008 - Interest	\$6,878.32	\$6,878.32	\$13,624.00	50.49%	\$6,745.68
403-000-000-592-35-80-07	Pwtf 05-691 Interest	\$0.00	\$0.00	\$4,052.00	0.00%	\$4,052.00
403-000-000-592-35-80-08	Pwtf 97-791-007 Interest	\$0.00	\$0.00	\$787.00	0.00%	\$787.00
403-000-000-592-35-80-09	Pwtf 04-65104-013 Interest	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-592-35-80-10	PWTF PR09-951-050	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-592-35-83-00	DOE SRF L1300001-	\$0.00	\$0.00	\$78,388.00	0.00%	\$78,388.00
403-000-000-592-35-83-01	DOE SRF L1300003 -	\$0.00	\$0.00	\$23,012.00	0.00%	\$23,012.00
403-000-000-592-35-83-02	DOE SRF L1300006 -	\$0.00	\$0.00	\$195.00	0.00%	\$195.00
Total Interest And Other Debt Service Costs		\$6,878.32	\$6,878.32	\$123,911.00	5.55%	\$117,032.68
Total Debt Service		\$66,977.34	\$66,977.34	\$473,894.00	14.13%	\$406,916.66
Total Expenditure		\$66,977.34	\$66,977.34	\$473,894.00	14.13%	\$406,916.66
Total Water & Sewer Bond Redemption		\$66,977.34	\$66,977.34	\$473,894.00	14.13%	\$406,916.66

Stormwater

Expenditure						
Utilities and Environment						
408-000-000-531-00-31-03	Storm Drainage Cleaning	\$0.00	\$0.00	\$3,000.00	0.00%	\$3,000.00
Flood Control						
408-000-000-531-38-10-00	Salaries & Wages	\$1,369.10	\$1,369.10	\$15,715.00	8.71%	\$14,345.90
408-000-000-531-38-20-00	Benefits	\$558.71	\$558.71	\$5,840.00	9.57%	\$5,281.29
408-000-000-531-38-31-01	Operations & Maintenance	\$993.14	\$993.14	\$12,000.00	8.28%	\$11,006.86
408-000-000-531-38-31-02	Excise Tax	\$99.26	\$99.26	\$1,600.00	6.20%	\$1,500.74
408-000-000-531-38-32-00	Gas/Oil Products	\$227.43	\$227.43	\$1,000.00	22.74%	\$772.57
408-000-000-531-38-35-00	Small Tools	\$0.00	\$0.00	\$1,500.00	0.00%	\$1,500.00
408-000-000-531-38-43-02	Training	\$0.00	\$0.00	\$0.00		\$0.00
408-000-000-531-38-46-00	Insurance	\$699.69	\$699.69	\$727.00	96.24%	\$27.31
Total Flood Control		\$3,947.33	\$3,947.33	\$38,382.00	10.28%	\$34,434.67
Total Utilities and Environment		\$3,947.33	\$3,947.33	\$41,382.00	9.54%	\$37,434.67
Debt Service						
Redemption of Long Term Debt - Proprietary Funds						
408-000-000-591-38-72-01	Strmwater -Principal	\$0.00	\$0.00	\$3,737.00	0.00%	\$3,737.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
408-000-000-591-38-72-02	Pw-04-691 Principal	\$0.00	\$0.00	\$1,496.00	0.00%	\$1,496.00
408-000-000-591-38-72-03	Pw-05-691-023 Principal	\$0.00	\$0.00	\$20,260.00	0.00%	\$20,260.00
Total Redemption of Long Term Debt - Proprietary		\$0.00	\$0.00	\$25,493.00	0.00%	\$25,493.00
Interest And Other Debt Service Costs						
408-000-000-592-31-83-01	Strmwater - Interest	\$0.00	\$0.00	\$982.00	0.00%	\$982.00
408-000-000-592-31-83-02	Pw-04-691 Interest	\$0.00	\$0.00	\$135.00	0.00%	\$135.00
408-000-000-592-31-83-03	Pw-05-691-023 Interest	\$0.00	\$0.00	\$4,052.00	0.00%	\$4,052.00
Total Interest And Other Debt Service Costs		\$0.00	\$0.00	\$5,169.00	0.00%	\$5,169.00
Capital Expenditures						
408-000-000-594-31-64-00	Drainage Construction	\$0.00	\$0.00	\$7,000.00	0.00%	\$7,000.00
Total Capital Expenditures		\$0.00	\$0.00	\$7,000.00	0.00%	\$7,000.00
Transfer Out						
408-000-000-597-00-00-03	Transfer TO 001-Bldg.	\$0.00	\$0.00	\$6,150.00	0.00%	\$6,150.00
Total Transfer Out		\$0.00	\$0.00	\$6,150.00	0.00%	\$6,150.00
Total Debt Service		\$0.00	\$0.00	\$43,812.00	0.00%	\$43,812.00
Total Expenditure		\$3,947.33	\$3,947.33	\$85,194.00	4.63%	\$81,246.67
Total Stormwater		\$3,947.33	\$3,947.33	\$85,194.00	4.63%	\$81,246.67
Sewer						
Expenditure						
409-000-000-520-35-83-02	DOE SRF L1300006 -	\$0.00	\$0.00	\$0.00		\$0.00
Utilities and Environment						
Sewer Utilities						
409-000-000-535-00-10-00	Salaries And Wages	\$10,142.25	\$10,142.25	\$102,551.00	9.89%	\$92,408.75
409-000-000-535-00-20-00	Employee Benefits	\$3,864.82	\$3,864.82	\$38,009.00	10.17%	\$34,144.18
409-000-000-535-00-31-00	Operation & Maintenance	\$0.00	\$0.00	\$0.00		\$0.00
409-000-000-535-00-31-01	Operations And	\$194.23	\$194.23	\$12,000.00	1.62%	\$11,805.77
409-000-000-535-00-31-02	Chemicals	\$0.00	\$0.00	\$16,000.00	0.00%	\$16,000.00
409-000-000-535-00-31-03	Excise Tax	\$1,182.91	\$1,182.91	\$15,649.00	7.56%	\$14,466.09
409-000-000-535-00-31-04	Annual Meter Calibrations	\$0.00	\$0.00	\$3,000.00	0.00%	\$3,000.00
409-000-000-535-00-31-05	Doe Annual Permit	\$1,396.44	\$1,396.44	\$3,700.00	37.74%	\$2,303.56
409-000-000-535-00-31-06	Screen Panels And Brushes	\$0.00	\$0.00	\$7,200.00	0.00%	\$7,200.00
409-000-000-535-00-31-07	Lab Supplies	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
409-000-000-535-00-31-08	Office Supplies & Customer	\$2,080.40	\$2,080.40	\$4,800.00	43.34%	\$2,719.60
409-000-000-535-00-32-00	Gas/oil Products	\$138.03	\$138.03	\$3,600.00	3.83%	\$3,461.97
409-000-000-535-00-35-00	Small Tools	\$0.00	\$0.00	\$3,000.00	0.00%	\$3,000.00
409-000-000-535-00-41-00	Attorney Fees	\$0.00	\$0.00	\$2,000.00	0.00%	\$2,000.00
409-000-000-535-00-41-01	Professional Services -	\$0.00	\$0.00	\$20,000.00	0.00%	\$20,000.00
409-000-000-535-00-41-02	Professional Services -	\$536.00	\$536.00	\$5,000.00	10.72%	\$4,464.00
409-000-000-535-00-41-04	Professional Services -	\$0.00	\$0.00	\$0.00		\$0.00
409-000-000-535-00-41-05	Professional Services	\$1,697.39	\$1,697.39	\$0.00		(\$1,697.39)
409-000-000-535-00-42-00	Communications	\$592.61	\$592.61	\$5,000.00	11.85%	\$4,407.39
409-000-000-535-00-43-01	Travel/meals & Lodging	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
409-000-000-535-00-43-02	Training	\$0.00	\$0.00	\$3,500.00	0.00%	\$3,500.00
409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$1,300.00	\$1,300.00	\$45,000.00	2.89%	\$43,700.00
409-000-000-535-00-46-00	Insurance	\$14,538.83	\$14,538.83	\$14,589.00	99.66%	\$50.17
409-000-000-535-00-47-01	Electricity	\$5,486.22	\$5,486.22	\$60,000.00	9.14%	\$54,513.78
409-000-000-535-00-47-02	Water	\$0.00	\$0.00	\$6,000.00	0.00%	\$6,000.00
409-000-000-535-00-47-03	Sewer	\$0.00	\$0.00	\$7,200.00	0.00%	\$7,200.00
409-000-000-535-00-47-04	Garbage Services	\$0.00	\$0.00	\$3,000.00	0.00%	\$3,000.00
409-000-000-535-00-47-05	Storm Drainage	\$87.23	\$87.23	\$650.00	13.42%	\$562.77
409-000-000-535-00-48-01	Repairs And Maintenance	\$91.83	\$91.83	\$10,000.00	0.92%	\$9,908.17
409-000-000-535-00-48-02	Annual Pipe Clean/tv	\$0.00	\$0.00	\$10,000.00	0.00%	\$10,000.00
409-000-000-535-00-48-03	Miscellaneous	(\$60.00)	(\$60.00)	\$3,000.00	-2.00%	\$3,060.00
Total Sewer Utilities		\$43,269.19	\$43,269.19	\$411,948.00	10.50%	\$368,678.81
Total Utilities and Environment		\$43,269.19	\$43,269.19	\$411,948.00	10.50%	\$368,678.81
Debt Service						
Capital Expenditures						
409-000-000-594-35-63-00	Sewer Line Replace/repair	\$0.00	\$0.00	\$10,000.00	0.00%	\$10,000.00
409-000-000-594-35-63-01	Engineering - Collection	\$0.00	\$0.00	\$285,000.00	0.00%	\$285,000.00
409-000-000-594-35-64-01	Machinery & Equipment	\$0.00	\$0.00	\$20,000.00	0.00%	\$20,000.00
409-000-000-594-35-64-02	Vehicle Purchase -Grit Trlr	\$0.00	\$0.00	\$0.00		\$0.00
409-000-000-594-35-64-03	Pump	\$0.00	\$0.00	\$90,000.00	0.00%	\$90,000.00
409-000-000-594-63-35-04	Treatment Plant Roof	\$0.00	\$0.00	\$0.00		\$0.00
Equipment						
409-000-000-594-64-35-00	Software Upgrade	\$0.00	\$0.00	\$0.00		\$0.00
409-000-000-594-64-35-04	Add'l Machinery &	\$0.00	\$0.00	\$10,000.00	0.00%	\$10,000.00
409-000-000-594-64-35-05	Contingency	\$0.00	\$0.00	\$0.00		\$0.00
Total Equipment		\$0.00	\$0.00	\$10,000.00	0.00%	\$10,000.00
Total Capital Expenditures		\$0.00	\$0.00	\$415,000.00	0.00%	\$415,000.00
Transfer Out						
409-000-000-597-00-00-02	Transfer TO 001-Bldg.	\$0.00	\$0.00	\$22,750.00	0.00%	\$22,750.00
409-000-000-597-00-00-04	Wwtp - TO 403 Srf	\$52,153.94	\$52,153.94	\$385,621.00	13.52%	\$333,467.06

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
409-000-000-597-00-00-05	Wwtp - TO 403 Pwtf	\$0.00	\$0.00	\$15,126.00	0.00%	\$15,126.00
409-000-000-597-00-00-10	TO 403 Wwtp Pwtf 06-962-	\$0.00	\$0.00	\$13,249.00	0.00%	\$13,249.00
409-000-000-597-00-00-11	TO 403 Wwtp Pwtf Red05-	\$0.00	\$0.00	\$24,312.00	0.00%	\$24,312.00
409-000-000-597-00-00-12	TO 403 Wwtp Pwtf Red04-	\$0.00	\$0.00	\$1,631.00	0.00%	\$1,631.00
409-000-000-597-00-00-13	WWTP to 403 PWTF PR09-	\$0.00	\$0.00	\$0.00		\$0.00
409-000-000-597-00-00-14	TO 404 Wwtp B of P	\$0.00	\$0.00	\$2,965.00	0.00%	\$2,965.00
409-000-000-597-00-00-15	TO 403 Wwtp-B of P 2008	\$14,823.40	\$14,823.40	\$29,646.00	50.00%	\$14,822.60
409-000-000-597-00-00-16	Wwtp - TO 404 Srf Reserve	\$0.00	\$0.00	\$17,588.00	0.00%	\$17,588.00
Total Transfer Out		\$66,977.34	\$66,977.34	\$512,888.00	13.06%	\$445,910.66
Total Debt Service		\$66,977.34	\$66,977.34	\$927,888.00	7.22%	\$860,910.66
Total Expenditure		\$110,246.53	\$110,246.53	\$1,339,836.00	8.23%	\$1,229,589.47
Total Sewer		\$110,246.53	\$110,246.53	\$1,339,836.00	8.23%	\$1,229,589.47



Period: 2016 - January
 Period Totals

Cash and Investment Activity

Fund		Beginning		Activity In	Activity Out	Ending		Ending Balance
		Cash	Investments			Cash	Investments	
001	General Fund Current Expense	\$196,577.11	\$0.00	\$132,370.72	\$104,039.30	\$224,908.53	\$0.00	\$224,908.53
101	City Streets	\$108,575.53	\$0.00	\$2,149.55	\$6,765.18	\$103,959.90	\$0.00	\$103,959.90
104	Tourism	\$70,823.20	\$0.00	\$1,114.62	\$5,782.11	\$66,155.71	\$0.00	\$66,155.71
301	Excise Reserve	\$7,966.96	\$0.00	\$790.54	\$0.00	\$8,757.50	\$0.00	\$8,757.50
401	Water	\$244,685.17	\$0.00	\$42,955.13	\$65,175.40	\$222,464.90	\$0.00	\$222,464.90
402	Water & Sewer Equip Reserve	\$0.12	\$0.00	\$0.00	\$0.00	\$0.12	\$0.00	\$0.12
403	Water & Sewer Bond Redemption	\$0.01	\$0.00	\$0.00	\$0.00	\$0.01	\$0.00	\$0.01
404	Water & Sewer Bond Reserve	\$368,284.55	\$0.00	\$0.00	\$0.00	\$368,284.55	\$0.00	\$368,284.55
408	Stormwater	\$50,749.24	\$0.00	\$21,377.73	\$3,947.33	\$68,179.64	\$0.00	\$68,179.64
409	Sewer	\$180,275.59	\$0.00	\$129,395.45	\$110,306.53	\$199,364.51	\$0.00	\$199,364.51
631	Payroll Clearing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
632	Claims Clearing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
999	Lgip Investment	(\$1,141,823.44	\$1,141,823.44	\$119,195.60	\$19,195.60	(\$1,061,019.04)	\$1,061,019.04	\$0.00
		\$86,114.04	\$1,141,823.44	\$330,153.74	\$296,015.85	\$201,056.33	\$1,061,019.04	\$1,262,075.37

State of the City Address: Mayor Mike Cassinelli
February 2016

City Council members, fellow residents, business owners and guests. Thank you for joining me tonight.

During the course of the last couple years the Council and I have really focused on infrastructure upgrades, water plant improvements and street maintenance.

In 2015, the city implemented a new utility billing service upgrade:

- Customers can now chose the option of going “paperless” and just receive their bill via email.
- Payment options are extended to process credit cards online and set up a reoccurring charge, customers can also chose to pay via ACH pull with same day debit.
- Invoice Cloud gives customers the flexibility and accessibility that was lacking with the old credit card payment system at no extra charge to the customer.
- The city has received positive feedback from customers and have about 30 customers who utilize the paperless system.

Ilwaco Parks and Recreation Commission:

- In 2014 the Parks and Recreation Commission revised the Trails Plan, which includes multiple improvements over the years.
- One of these improvements is to transform City Park, which the City received a 50% match grant for. This project will begin in early 2016 and hopefully be completed sometime later that year.
- The Parks and Recreation in conjunction with city staff continues to host the annual Black Lake Fishing Derby.
- Worked with staff to manage a six-year \$75,000 grant awarded by Department of Ecology to remove invasive weeds on Black Lake.
- Continued maintenance and work on the Black Lake Trails to clear new/improved trails.

These projects will help attract visitors and expand recreational opportunities within the city. The commission continues to improve the city’s recreational areas, promote tourism and seek grant money for future projects.

In 2015, the Ilwaco Fire Department made several upgrades to ensure the health and safety of citizens and visitors:

- Through donations, the association is working to complete the upstairs of the Fire Hall, which will provide for potential living quarters for volunteers.
- The department continues to work on policies and guidelines to ensure the safety of the volunteers and citizens of Ilwaco.
- The department is currently preparing the 1988 Peirce truck given to the fire dept. by the Department of Natural Resources for service.
- Calls for 2015: Fire – 41 EMS – 219 Rescues – 4
- Total community service hours - 1092

The fire department members attend the annual American Legion Safety Awards and continue to show support.

In the future, the department will continue efforts to recruit volunteers, and I encourage you to get involved.

During the past year, the council approved a low-interest loan through DOE, which will provide much needed infrastructure upgrades to the Sahalee sewer system, in 2016 and 2017. This will hopefully be in conjunction with a low-interest loan through the state revolving fund to improve the water infrastructure at the same time.

Maintaining city roads and sidewalks and improving storm drainage still seem to be areas of concern among citizens, city staff remains diligent on applying for grant funding to improve these areas.

Street and sidewalk improvements throughout the last couple years:

- During 2014 Elizabeth Avenue was reconstructed, along with a new water line between the Port and the City mains. This project improved drainage, vehicle access and pedestrian safety to the Port of Ilwaco and was funded through a grant provided by the Transportation Improvement Board.
- Various sidewalks throughout the city were also replaced as a part of the TIB grant.
- TIB applications are typically submitted annually, the city continues to apply in hopes of reconstructing other portions of street and sidewalks.

Stormwater Improvements:

During 2015 the city crew repaired and installed an improved stormwater system at Lakeview Estates. This issue was something that was repeatedly requested by the citizens. During a recent rain storm where 4" of rain accumulated, the system worked as designed.

Annually the council reviews and updates the streets plan. In the future, I encourage all of you to participate as the council prioritizes these projects for future funding.

Planning for the future:

- In 2015 the city completed the amendment to the Water Source Protection document. To ensure the safety of the city's watershed for the future potential purchase of land and/or timber rights.
- The city also completed a revised comprehensive plan to be compliant with the Growth Management Act.
- Another project that has been heavily worked on during the last couple years is the revision of the Shoreline Master Program document. The Watershed Company has been contracted to complete this living document and the final draft will be before Council in mid-2016.

The city is also committed to ensure water quality through bi-monthly discussions with the Department of Health to prioritize **improvements to the water system**, while utilizing existing resources to their full potential. Several projects that received funding in 2013 were completed in 2014/2015:

- The 160,000 gallon reservoir was constructed near the water treatment plant, the backwash basin at the plant was upgraded and expanded, and a new 500,000 gallon reservoir was constructed near the current city center reservoir site. **These projects, were funded by 1-1/2 percent low-interest loans with a 30 percent loan forgiveness, these improvements increase the capacity of the city's water system, replaced an outdated old wooden reservoir, and upgraded and expanded the city's backwash basin to increase capacity and improve filtering.**

- Logging road culverts in the city's watershed were repaired. **This project was 100% funded by federal funds and repaired three large culverts that were deteriorating.**
- Two water filter units original to the plant were replaced in late 2015, and a new upflow clarifier unit was installed at the Water Treatment Plant. **This \$1,020,000 majority grant-funded project now provides a fully-functioning automatic water treatment system.**
- The city continues to update the cross-connection program. **This program is vital to ensure the safety of the city's water distribution system.**
- This year, the city has budgeted funds to paint the steel reservoir, **which will address the concerns of neighbors in the area.**

Low-interest loans were also secured for several **sewer improvement projects** scheduled to move forward in:

- Replacement of the First Avenue North sewer line was completed in early 2014. **This project replaced badly deteriorated 50 plus year old sewer lines, which improved the efficiency of the wastewater plant and routine sewer maintenance and inspection.**
- In preparation for the Sahalee sewer improvements pre-design was completed in 2013 provide planning, environmental assessments and public participation. **This project will begin the construction phase in 2016.**
- In conjunction with the Sahalee sewer project, new sewer mains were designed for Nesadi to relocate failing lines. **This project will reduce the annual costs of continual replacement or repair of broken pipes in the area.**

In the future, the city will continue to work with the Department of Health, Department of Ecology and others to ensure our water quality and improve our water and sewer systems.

As I conclude this look back at the progress that has been made and plans for the future, we see many new upcoming projects. As these projects, plans and events move forward, I encourage you to participate and get involved. In addition, your patience and understanding will also be needed as we experience road construction, traffic reroutes and other impacts. However, with these changes we can all look forward to long-term improvements to our utility services, parks, streets, sidewalks, storm drains and more, which will provide for our current residents and attract new residents in the future.

**CITY OF ILWACO
ORDINANCE NO. XXX**

AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING CHAPTER 6.04 OF THE MUNICIPAL CODE ENTITLED “DOGS AND LIVESTOCK”, TO ESTABLISH A DESIGNATED SHELTER OF RECORD AND IMPOSE LICENSING FEES.

WHEREAS, the City of Ilwaco has previously identified SPCHS as a shelter of record, but has not adopted legislation authorizing SPCHS to act as the City’s licensing agent and impound facility for the City; and

WHEREAS, this designation would give SPCHS the legal right to re-home stray animals found within the city limits thereby removing the burden of the City operating its own impound facility, licensing, and advertising of stray pets; and

WHEREAS, the City desires to better support humanely and well-run kennels, penalizing unsafe, unhealthy and/or inhumane ‘back yard breeders’ and other businesses not beneficial to dogs or the City; and

WHEREAS, the City Council finds that it would be in the best interest of the city to delegate these duties to the SPCHS and accurately reflect current practice.

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

Section 1. Chapter 6.04, is amended to read as follows:

DOGS AND LIVESTOCK

Sections:

- 6.04.010 Definitions.
- 6.04.020 Licenses.
- 6.04.030 Kennel license fees and requirements.
- 6.04.040 Verification.
- 6.04.050 License tags.
- 6.04.050 Impoundment.
- 6.04.070 Redemption from impound.
- 6.04.080 Disposition of animals.
- 6.04.090 Public nuisance.
- 6.04.100 Liability for animal bites.
- 6.04.110 Running at large.
- 6.04.120 Livestock.
- 6.04.130 Pet shops.
- 6.04.140 Revocation of license.
- 6.04.150 Penalty.

Ordinance XXX

Page 1 of 7

6.04.010 Definitions.

As used in this chapter:

“Animal” means cats (any animal of the species Felidae) and dogs (any animal of the species Canidae) regardless of sex, or any other vertebrate normally kept as a pet.

“Boarding kennel” means a place where animals are kept for a fee or there are more than ~~four~~ **five** animals present on the property. This is a commercial operation and may only be placed in an area zoned commercial.

“Breeding kennel” means a place where animals are bred usually for the owner’s personal benefit.

Dangerous Dog. Refer to RCW 16.080.070, 16.080.080, 16.080.090 and 16.080.100.

“Hobby kennel” means a place where the owner of the property owns ~~three~~ **four** animals.

“Kennel” means a secure building with clean and humane cages for the keeping of more than ~~two~~ **three** animals.

“Mistreatment” means every act or omission which causes or unreasonably permits the continuation of unnecessary or unjustified pain or suffering to any animal. This also includes the teasing or abusing of any animal that is owned or controlled by another.

“Neglect” means failure to provide food, water, protection from the elements, opportunity for exercise, or other care normal, usual and proper for an animal’s health and well being.

“Nuisance” means any animal which annoys or disturbs the free use of one’s property or city property, or which renders its ordinary use or physical occupation uncomfortable. It extends to everything that endangers life or health, gives offense to the senses, violates the laws of decency, or obstructs the reasonable and comfortable use of property; a wrong arising from an unreasonable or unlawful use of property to the discomfort, annoyance, inconvenience or damage of another, and usually comprehends continuous or recurrent acts.

“Owner” means any person, group of persons, or a corporation which owns, has custody of, possesses, harbors, feeds or exercises control over any animal provided in this chapter. (Ord. 579 § 1, 1995)

6.04.020 Licenses.

A. It is unlawful for any person to own, harbor or keep any dog or cat over six months old within the corporate limits of the city unless he/she shall first procure a license therefor from the ~~city clerk-treasurer~~ **City’s licensing agent, the South Pacific County Humane Society.**

- ~~1. For each neutered or spayed dog: \$ 5.00;~~
- ~~2. For each nonneutered or nonspayed dog: \$10.00;~~
- ~~3. For each neutered or spayed cat: \$ 5.00;~~
- ~~4. For each non neutered or non spayed cat: \$ 10.00.~~

B. Such licenses to remain in force for the calendar year in which the same is issued and no longer. ~~An animal license is considered as being due and payable on or before February 1st of each year. A late penalty of one dollar (\$1.00) per month or any part thereof will be charged.~~

C. Newly acquired animals over the age of six months shall have ten days from the date of acquisition to be licensed. (Ord. 579 § 2, 1995)

6.04.030 Kennel license fees and requirements.

- A. Hobby kennel \$ 10.00;
Breeding kennel 25.00;
Boarding kennel 200.00.

B. Each applicant for a breeding kennel license must appear before the council of the city at a public meeting on the matter and present the council with letters from each resident within a two hundred (200) foot radius of the kennel location approving the granting of such license. These letters of approval must be presented to the city clerk-treasurer at least five working days prior to the date of the city council meeting.

Each applicant for a boarding kennel license must appear before the council of the city at a public hearing on the matter and present the council with letters from property owners within a five hundred (500) foot radius of the kennel location approving the granting of such license. Location of this kennel must be in a location zoned commercial and variances/conditional uses may not be granted. These letters of approval must be presented to the city clerk-treasurer at least five working days prior to the date of the city council meeting. (Ord. 579 § 3, 1995)

6.04.040 Verification.

Every application for a license shall be accompanied by a certificate from a qualified veterinarian showing that the animal to be licensed has been vaccinated for rabies. Further, an application for a spayed animal license shall be accompanied by a statement from a qualified veterinarian indicating the animal has been spayed. (Ord. 579 § 4, 1995)

6.04.050 License tags.

Upon payment of the license fee, the city clerk South Pacific County Humane Society shall issue to the owner a metal tag, showing the calendar year for which the fee is paid and the registration number for each animal so licensed. The tag shall be firmly affixed to the collar furnished by the animal's owner and shall be worn by the animal at all times when off the premises of the licensed owner. Tags are not transferable from one animal to another. (Ord. 579 § 5, 1995)

6.04.060 Impoundment.

A. The impoundment location shall be that physical location where animals are to be confined: the South Pacific County Humane Society, located at 330 Second Street NE, Long Beach, WA 98631.

B. It shall be the duty of all law enforcement officers and any persons deputized as animal control officers to impound all animals found running at large anywhere within city limits. Animal control officers shall give notice of impound to the owner of such animal, if known. If the owner is unknown, notice of such impound shall be posted at the place of impound, local Post Office and/or at City Hall. ~~After three days the animal may be disposed of.~~

C. Citizens may impound animals found running at large anywhere within the city limits by taking them to the South Pacific County Humane Society.

D. All animals impounded at the South Pacific County Humane Society will be held for three (3) days, after which the animal becomes the property of the Shelter. Animals claimed within the 3-day hold period will be subject to impound and boarding fees, as well as any necessary medical bills incurred. These financial obligations must be met prior to reclaiming the animal.

~~EE.~~ An animal that has bitten a human shall be placed in impound **by law enforcement** until such time a licensed veterinarian determines it is free from rabies. (Ord. 579 § 6, 1995)

6.04.070 Redemption from impound.

A. Spaying and neutering of animals impounded is required before redemption unless the owner is in possession of a city breeding kennel license.

B. The owner shall be entitled to resume possession of an impounded animal upon presentation of a receipt given by the city clerk treasurer upon compliance with the licensing provisions of Sections 6.04.020 and 6.04.030 and the payment of city **Impound facility** redemption fees. Costs of keeping the animal at impound and any other costs, including **boarding, licensing, medical needs deemed essential by the impound facility, vaccinations, neutering or spaying** will be paid to the impound facility at time of redemption.

~~C. City Redemption Fees.~~

- ~~1. Five dollars (\$5.00) for the first redemption of the animal within any license year;~~
- ~~2. Twenty dollars (\$20.00) for the second redemption within any license year;~~
- ~~3. Forty dollars (\$40.00) for the third redemption within any license year. (Ord. 579 § 7, 1995)~~

6.04.080 Disposition of animals.

A. The animal control officer or law enforcement officer **Impound Facility** need not keep any animal for more than three days after posting notice of impoundment and any animal not redeemed at the end of that time shall be considered forfeited by its owner, and shall be given away or humanely disposed of. **become the property of South Pacific County Humane Society.**

~~B. Any person who is not the rightful owner of an impounded animal, and wishes to own such animal, then that person shall take possession on the fourth day following impoundment upon payment of the impound and boarding fees and have fifteen (15) days to comply with all licensing requirements. (Ord. 579 § 8, 1995)~~

6.04.090 Public nuisance.

It is unlawful and all persons are prohibited from keeping or harboring within the corporate limits of the city, an animal that is a public nuisance. Each day that any animal is so harbored shall constitute a separate offense. (Ord. 579 § 9, 1995)

6.04.100 Liability for animal bites.

The owner of any animal which shall bite any person while that person is in or on a public place or lawfully in or on a private place, including the property of the owner of the animal, shall be liable for such damages as may be suffered by the person bitten, regardless of the former viciousness of such animal, or the owner's knowledge of such viciousness (RCW 16.08.040). (Ord. 579 § 10, 1995)

6.04.110 Running at large.

A. It is unlawful for any owner or custodian of any animal to permit any such animal to run loose or be at large upon any public street, highway or public place, or upon private property owned by a person or persons other than the owner or custodian of the animal, within the corporate limits of the city unless such animal is confined or controlled by a leash, rope, device or cord not to exceed ten (10) feet in length and is kept sufficiently short to allow for the containment and control of such animal. It is permissible to allow the animal to be at "heel" providing the owner or custodian maintains absolute control and the animal stays within the allowable leash length and is under the control of the owner or custodian.

Any person who elects to be at large within the corporate limits with animals contained and controlled by a leash, rope device or having control with the animal at "heel" as provided for in this section shall be in violation of this section if that person in fact does not or cannot control and contain such animal.

B. Animals injured or killed in the street shall be considered as running at large. The law enforcement officer or designee shall remove all such animals and, at his or her discretion, take those needing medical attention to a veterinarian. The owner of such animal shall be responsible for all expenses of the treatment and of the impoundment. All reasonable efforts will be made to notify the owner or custodian of any such animal prior to the animal being treated or impounded. Injured animals may be destroyed humanely, if it is determined by the law enforcement officer or a veterinarian that the animal has sustained critical injuries or the suffering is extreme and/or the prognosis for recovery is poor. The law enforcement officer shall consult with a veterinarian as to the disposition of injured animals, when the animal's prognosis cannot be ascertained with reasonable certainty. (Ord. 579 § 11, 1995)

6.04.120 Livestock.

It is unlawful for the owner or custodian of any horse, swine, livestock, fowl or other animals generally regarded as farm or ranch animals to permit the same to live within or to run at large within the corporate limits of the city, except as follows:

A. Up to six (6) chickens are allowed for noncommercial, personal use within the city limits. An application for a permit for keeping chickens on the property shall be submitted accompanied by a fifty dollar (\$50.00) fee. Permits shall be approved provided that chickens will be housed in an enclosure that shelters them from the weather and provides a roosting area protected from predators. Applicants for a chicken permit shall include a site plan, as defined in Section 15.04.020, showing the location of the chicken coop and enclosure as they relate to the property lines.

B. Structures housing chickens may not be in front yards, as defined in Section 15.04.020, and must be surrounded by a secure, well-built fence of sufficient height and strength to both confine them and protect them from predators, and the entire enclosure must meet zoning district yard setback requirements.

C. For the purposes of this code, chicken (*Gallus domesticus*) refers only to a female chicken.

D. Ducks, geese, turkeys, peafowl or male chickens/roosters are not permitted.

E. Chickens coops and enclosures shall be maintained in a clean and sanitary condition at all times, including, but not limited to, disposal of manure or waste material of said chickens. Waste may not be disposed of in such a way as to enter the city's sewer or stormwater system.

F. Up to six (6) chickens may be kept on duplex, triplex or multifamily properties with the written consent of the property owner and adjoining occupants.

G. Chickens shall be kept for personal use only. The selling of chickens, eggs or manure, or the breeding of chickens for commercial purposes, is prohibited.

H. Commercial slaughtering of chickens on premises is prohibited.

I. The keeping of chickens is not allowed in RV parks as they are regulated by Pacific County rules and regulations.

J. The keeping of chickens is allowed in the following zoning districts.

1. Single-family residential (R-1).
2. Single-family residential/manufactured homes (R-1S).
3. Multifamily residential (R-2). (Ord. 802 § 1, 2012; Ord. 579 § 12, 1995)

6.04.130 Pet shops.

~~A. No person owning or operating a pet shop shall offer for sale sell any live animal which is, at the time of delivery of the animal to the buyer, sick, impaired, unweaned or otherwise so incapacitated that its weakness or incapacity will substantially impair its ability to recover or grow normally.~~

~~B. Every person owning or operating a pet shop shall post a notice, conspicuously displayed and protected by glass, in a place, or places, where it may be seen during hours that the pet shop is closed, containing the names, addresses and telephone numbers of persons to be notified who will proceed immediately to the premises upon request of any duly authorized health officer or police officer having reasonable cause for belief that animals or birds contained therein are in immediate need of care or protection.~~

C. No person owning or operating a pet shop shall tease, or otherwise torment, nor permit any other person to abuse, tease or otherwise torment any animals, birds or fish therein.

D. No person owning or operating a pet shop shall exhibit any animal, bird or fish to public display for more than twelve (12) consecutive hours. At no time shall any animal be placed on public display outside the enclosed premises of a pet shop by chaining or caging the animal upon the public street or other public place. (Ord. 579 § 13, 1995)

6.04.140 Revocation of license.

It is unlawful to keep any animal, kennel, grooming service or pet shop that is noisy, unsanitary, nauseous, foul or offensive, or in any way detrimental to public health and/or safety and not in compliance with this chapter, or any part thereof, and may be cause for revocation of such license or licenses upon petition of a police officer. (Ord. 579 § 14, 1995)

6.04.150 Penalty.

Any person in violation of any part of this chapter shall be charged with an infraction. Each violation will be punished by a fine not to exceed two hundred fifty dollars (\$250.00) per violation nor to exceed a fine of two hundred fifty dollars (\$250.00) per day that violations occur. All proceedings for the civil violation will be in accordance with Section 1.20.020 of this code. (Ord. 718 (part), 2006)

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	Fornier	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year



- INCORPORATED 1891 -
CITY OF ILWACO

120 First Ave. N. • P.O. Box 548
Ilwaco, WA 98624

e-mail: ilwacoch@willapabay.org

Phone: 360-642-3145 Fax: 360-642-3155

March 19, 2010

Keleigh Schwartz
President of the Board
Humane Society of South Pacific County
324 2nd Street NE
Long Beach, WA 98631

RE: Shelter of Record for Ilwaco

Dear Ms. Schwartz:

The South Pacific County Humane Society (SPCHS) will formally become the "shelter of record" for the City of Ilwaco effective immediately, per the request placed before City Council on March 8, 2010 by Cheri Diehl and Jane Holeman on behalf of SPCHS. SPCHS will be the impound center for Ilwaco and also issue pet licenses as required by Ilwaco Municipal Code Chapter 6.04.

Sincerely,

A handwritten signature in cursive script that reads "Mike Cassinelli".

Mike Cassinelli
Mayor

SOUTH PACIFIC COUNTY HUMANE SOCIETY

A COMMUNITY-SUPPORTED AND -FUNDED NO-KILL SHELTER

January 24, 2016

Mayor Mike Cassinelli
Councilman David Jensen

Councilman Vinessa Karnofski
Councilman Fred Marshall

Councilman Jon Chambreau
Councilman Gary Forner

City of Ilwaco, Washington
PO Box 548
Ilwaco, WA 98631

Mayor and Council,

It has come to my attention that the work done together in 2010 was not finalized through changes to your City Code. As a result, I would like to request a brief workshop with you to refresh all on our requests and with a goal of finalizing this important work benefitting the South Pacific County Humane Society [SPCHS], the City of Ilwaco, her citizens, and visitors.

In preparation of such a meeting, and with respect for your time and attention, I have attached the existing code, along with proposed changes and additions for your review. Many of these changes simply serve to bring the code in alignment with current practices on the part of the City and the SPCHS.

The goals of the SPCHS Board of Directors are straightforward and prioritized:

1. **We would like City Code to accurately reflect current practice.**
2. **We would like to be designated as the City's Shelter of Record.** This designation:
 - a. Gives SPCHS the legal right to re-home animals found stray within the city limits;
 - b. Removes, from the City, the burdens of operating its own impound facility.
 - c. Removes, from the City, the burden of licensing.
 - d. Removes, from the City, the burden of advertising stray pets.
 - e. Provides SPCHS flexibility in advertising stray pets through the most successful channels (such as social media), and relieves the burden of physical posting of signs.
 - f. Exempts Humane Societies in general, and/or your Shelter of Record specifically, from ordinances intended for households and/or 'for-profit' kennel facilities.
3. **We would like City Code to better support humanely and well-run kennels,** penalizing unsafe, unhealthy and/or inhumane 'back yard breeders' and other businesses not beneficial to dogs or the City.

The SPCHS Board of Directors is grateful to the City of Ilwaco for its ongoing support and asks no recompense for providing services on behalf of the City.

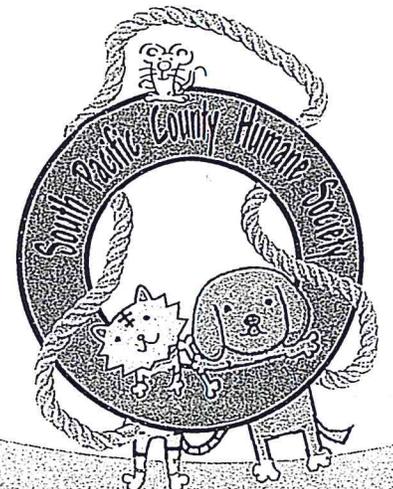
SPCHS First Vice President Keleigh Schwartz will be your primary contact at SPCHS for this issue. She can be reached at 360-642-4431 or woof@beachdog.com.

Thank you for your consideration of these requests.

Most sincerely,

Sandy Clancy

Sandy Clancy
SPCHS Board President



360-642-1180

www.beachpets.com | adopt@beachpets.com

Mail: PO Box 101 • Long Beach, WA 98631 | Visit: 330 Second St NE • Long Beach, WA 98631

[SPCHS] In general, it is important that any changes make clear that SPCHS is the Designated Shelter (Impound Location) and, as such, given the rights of being the city's impound agent and also that SPCHS is NOT animal control and carries none of the burdens of enforcing the animal code of the City. [/SPCHS]

Title 6

ANIMALS

Chapters:

6.04 Dogs

6.08 Exotic Animals

Chapter 6.04

DOGS

Sections:

6.04.010 Definitions.

6.04.020 Licenses.

6.04.030 Kennel license fees and requirements.

6.04.040 Verification.

6.04.050 License tags.

6.04.050 Impoundment.

6.04.070 Redemption from impound.

6.04.080 Disposition of animals.

6.04.090 Public nuisance.

6.04.100 Liability for animal bites.

6.04.110 Running at large.

6.04.120 Livestock.

6.04.130 Pet shops.

6.04.140 Revocation of license.

6.04.150 Penalty.

6.04.010 Definitions.

As used in this chapter:

"Animal" means cats (any animal of the species Felidae) and dogs (any animal of the species Canidae) regardless of sex, or any other vertebrate normally kept as a pet.

"Boarding kennel" means a place where animals are kept for a fee or there are more than four animals present on the property. This is a commercial operation and may only be placed in an area zoned commercial.

"Breeding kennel" means a place where animals are bred usually for the owner's personal benefit.

Dangerous Dog. Refer to RCW 16.080.070, 16.080.080, 16.080.090 and 16.080.100.

"Hobby kennel" means a place where the owner of the property owns three animals.

"Kennel" means a secure building with clean and humane cages for the keeping of more than two animals.

[SPCHS]Because it is a common and humane practice for a non-kennel owner to keep 3 or 4 personal pets, we encourage you to increase these numbers. [/SPCHS]

[PROPOSED]

"Boarding kennel" means a place where animals are kept for a fee or there are more than ~~four~~ five animals present on the property. This is a commercial operation and may only be placed in an area zoned commercial.

"Hobby kennel" means a place where the owner of the property owns ~~three~~ four animals.

"Kennel" means a secure building with clean and humane cages for the keeping of more than ~~two~~ three animals.

[/PROPOSED]

"Mistreatment" means every act or omission which causes or unreasonably permits the continuation of unnecessary or unjustified pain or suffering to any animal. This also includes the teasing or abusing of any animal that is owned or controlled by another.

"Neglect" means failure to provide food, water, protection from the elements, opportunity for exercise, or other care normal, usual and proper for an animal's health and well being.

"Nuisance" means any animal which annoys or disturbs the free use of one's property or city property, or which renders its ordinary use or physical occupation uncomfortable. It extends to everything that endangers life or health, gives offense to the senses, violates the

laws of decency, or obstructs the reasonable and comfortable use of property; a wrong arising from an unreasonable or unlawful use of property to the discomfort, annoyance, inconvenience or damage of another, and usually comprehends continuous or recurrent acts.

"Owner" means any person, group of persons, or a corporation which owns, has custody of, possesses, harbors, feeds or exercises control over any animal provided in this chapter. (Ord. 579 § 1, 1995)

6.04.020 Licenses.

A. It is unlawful for any person to own, harbor or keep any dog or cat over six months old within the corporate limits of the city unless he/she shall first procure a license therefor from the city clerk-treasurer.

1. For each neutered or spayed dog: \$ 5.00;
2. For each nonneutered or nonspayed dog: \$10.00;
3. For each neutered or spayed cat: \$ 5.00;
4. For each non neutered or non spayed cat: \$ 10.00.

B. Such licenses to remain in force for the calendar year in which the same is issued and no longer. An animal license is considered as being due and payable on or before February 1st of each year. A late penalty of one dollar (\$1.00) per month or any part thereof will be charged.

C. Newly acquired animals over the age of six months shall have ten days from the date of acquisition to be licensed. (Ord. 579 § 2, 1995)

[SPCHS] Note here that SPCHS would be willing to manage licensing for the City, as we do for Long Beach. For Long Beach, we purchase tags and sell one with every adoption to a Long Beach residence as well as to any comers requesting a Long Beach license. SPCHS keeps revenues. We serve no regulatory function; we are simply a purveyor of the license. Please also note that we currently are licensing only dogs within the city limits of Long Beach. All other pets are unlicensed. [/SPCHS]

[PROPOSED]

A. It is unlawful for any person to own, harbor or keep any dog or cat over six months old within the corporate limits of the city unless he/she shall first procure a license therefor from the ~~city clerk-treasurer~~ City's licensing agent, the South Pacific County Humane Society.

- ~~1. For each neutered or spayed dog: \$ 5.00;~~
- ~~2. For each nonneutered or nonspayed dog: \$10.00;~~
- ~~3. For each neutered or spayed cat: \$ 5.00;~~
- ~~4. For each non neutered or non spayed cat: \$ 10.00.~~

B. Such licenses to remain in force for the calendar year in which the same is issued and no longer. ~~An animal license is considered as being due and payable on or before February 1st of each year. A late penalty of one dollar (\$1.00) per month or any part thereof will be charged.~~

C. Newly acquired animals over the age of six months shall have ten days from the date of acquisition to be licensed. (Ord. 579 § 2, 1995)

[/PROPOSED]

6.04.030 Kennel license fees and requirements.

A. Hobby kennel \$ 10.00;

Breeding kennel 25.00;

Boarding kennel 200.00.

B. Each applicant for a breeding kennel license must appear before the council of the city at a public meeting on the matter and present the council with letters from each resident within a two hundred (200) foot radius of the kennel location approving the granting of such license. These letters of approval must be presented to the city clerk-treasurer at least five working days prior to the date of the city council meeting.

Each applicant for a boarding kennel license must appear before the council of the city at a public hearing on the matter and present the council with letters from property owners within a five hundred (500) foot radius of the kennel location approving the granting of such license. Location of this kennel must be in a location zoned commercial and variances/conditional uses may not be granted. These letters of approval must be presented to the city clerk-treasurer at least five working days prior to the date of the city council meeting. (Ord. 579 § 3, 1995)

6.04.040 Verification.

Every application for a license shall be accompanied by a certificate from a qualified veterinarian showing that the animal to be licensed has been vaccinated for rabies. Further, an application for a spayed animal license shall be accompanied by a statement from a qualified veterinarian indicating the animal has been spayed. (Ord. 579 § 4, 1995)

[SPCHS] While we do not do this for the Long Beach licenses, if it is important to Ilwaco, we can verify vaccination and provide separate licenses for altered and unaltered pets. If SPCHS does the latter, we would significantly increase the cost of licensing unaltered pets as it is in our mission to discourage non-breeding kennel owners from keeping their pets intact. [/SPCHS]

6.04.050 License tags.

Upon payment of the license fee, the city clerk shall issue to the owner a metal tag, showing the calendar year for which the fee is paid and the registration number for each animal so licensed. The tag shall be firmly affixed to the collar furnished by the animal's owner and shall be worn by the animal at all times when off the premises of the licensed owner. Tags are not transferable from one animal to another. (Ord. 579 § 5, 1995)

[PROPOSED]

Upon payment of the license fee, the ~~city clerk~~ South Pacific County Humane Society shall issue to the owner a metal tag, showing the calendar year for which the fee is paid and the registration number for each animal so licensed. The tag shall be firmly affixed to the collar ~~furnished~~ by the animal's owner and shall be worn by the animal at all times when off the premises of the licensed owner. Tags are not transferable from one animal to another. (Ord. 579 § 5, 1995)

[/PROPOSED]

6.04.060 Impoundment.

A. The impoundment location shall be that physical location where animals are to be confined.

[SPCHS] SPCHS encourages the City to designate our Long Beach shelter facility as the Impoundment Location for the City of Ilwaco for dogs and cats determined to be NOT potentially dangerous. We are unable to accept potentially dangerous pets except when in the custody of law enforcement. [/SPCHS]

[PROPOSED]

A. The impoundment location shall be that physical location where animals are to be confined: the South Pacific County Humane Society, located at 330 Second Street NE, Long Beach, WA 98631.

[/PROPOSED]

B. It shall be the duty of all law enforcement officers and any persons deputized as animal control officers to impound all animals found running at large anywhere within city limits. Animal control officers shall give notice of impound to the owner of such animal, if known. If the owner is unknown, notice of such impound shall be posted at the place of impound, local Post Office and/or at City Hall. After three days the animal may be disposed of.

[SPCHS] SPCHS would like to be designated as animal control so as to have the legal right to impound animals, but does not have the resources to carry the responsibility to capture and detain them. SPCHS will NOT euthanize, however we will assume ownership of the pet at the end of the required impound period. [/SPCHS]

[PROPOSED]

B. It shall be the duty of all law enforcement officers and any persons deputized as animal control officers to impound all animals found running at large anywhere within city limits. Animal control

officers shall give notice of impound to the owner of such animal, if known. If the owner is unknown, notice of such impound shall be posted at the place of impound, local Post Office and/or at City Hall. ~~After three days the animal may be disposed of.~~

C. Citizens may impound animals found running at large anywhere within the city limits by taking them to the South Pacific County Humane Society.

D. All animals impounded at the South Pacific County Humane Society will be held for three (3) days, after which the animal becomes the property of the Shelter. Animals claimed within the 3-day hold period will be subject to impound and boarding fees, as well as any necessary medical bills incurred. These financial obligations must be met prior to reclaiming the animal.

[/PROPOSED]

C. An animal that has bitten a human shall be placed in impound until such time a licensed veterinarian determines it is free from rabies. (Ord. 579 § 6, 1995)

[SPCHS] To clarify, SPCHS would impound stray and/or abandoned animals and care for them at our own cost during the impound period and then take ownership of the pet until a suitable home can be found. Animals placed in our care for reasons of legal intervention or public safety would need to be impounded by law enforcement, (which has access to our kennel 24/7/365). When this happens, the agency impounding the animal retains legal and financial responsibility for it until such time as they remove the animal from our care or release ownership to SPCHS. [/SPCHS]

[PROPOSED]

€ D. An animal that has bitten a human shall be placed in impound by law enforcement until such time a licensed veterinarian determines it is free from rabies. (Ord. 579 § 6, 1995)

[/PROPOSED]

6.04.070 Redemption from impound.

A. Spaying and neutering of animals impounded is required before redemption unless the owner is in possession of a city breeding kennel license.

B. The owner shall be entitled to resume possession of an impounded animal upon presentation of a receipt given by the city clerk-treasurer upon compliance with the licensing provisions of Sections 6.04.020 and 6.04.030 and the payment of city redemption fees. Costs of keeping the animal at impound and any other costs, including vaccinations, neutering or spaying will be paid to the impound facility at time of redemption.

C. City Redemption Fees.

1. Five dollars (\$5.00) for the first redemption of the animal within any license year;

2. Twenty dollars (\$20.00) for the second redemption within any license year;

3. Forty dollars (\$40.00) for the third redemption within any license year. (Ord. 579 § 7, 1995)

[SPCHS] If SPCHS is the designated Impound Location, redemption would need to follow our policies rather than the City's. Section A is recommended, but not required, by our policy when a dog is re-claimed by its owner. Unclaimed pets are altered prior to rehoming. Sections B&C are the same in spirit but vary in detail. Payment would be to SPCHS, not the City Clerk-Treasurer, and at our current impound rates. If the City requires a fee in addition to SPCHS impound fees, the owner would need to first present to us a receipt from the City showing fees paid before we could release the animal. As this allows us less flexibility in reuniting pets and families, we request the City waive their fees. [/SPCHS]

[PROPOSED]

B. ~~The owner shall be entitled to resume possession of an impounded animal upon presentation of a receipt given by the city clerk treasurer upon compliance with the licensing provisions of Sections 6.04.020 and 6.04.030 and the payment of city Impound facility redemption fees. Costs of keeping the animal at impound and any other costs, including boarding, licensing, medical needs deemed essential by the impound facility, vaccinations, neutering or spaying will be paid to the impound facility at time of redemption.~~

~~C. City Redemption Fees.~~

~~1. Five dollars (\$5.00) for the first redemption of the animal within any license year;~~

~~2. Twenty dollars (\$20.00) for the second redemption within any license year;~~

~~3. Forty dollars (\$40.00) for the third redemption within any license year. (Ord. 579 § 7, 1995)~~

[/PROPOSED]

6.04.080 Disposition of animals.

A. The animal control officer or law enforcement officer need not keep any animal for more than three days after posting notice of impoundment and any animal not redeemed at the end of that time shall be considered forfeited by its owner, and shall be given away or humanely disposed of.

B. Any person who is not the rightful owner of an impounded animal, and wishes to own such animal, then that person shall take possession on the fourth day following impoundment upon payment of the impound and boarding fees and have fifteen (15) days to comply with all licensing requirements. (Ord. 579 § 8, 1995)

[SPCHS] SPCHS could forward appropriate paperwork to the city when an Ilwaco-impounded animal is re-homed if this is information the City requires. We only have the resources to follow through on licensing if we are the City's purveyor of the same. [/SPCHS]

[PROPOSED]

A. ~~The animal control officer or law enforcement officer Impound Facility need not keep any animal for more than three days after posting notice of impoundment and any animal not redeemed at the end of that time shall be considered forfeited by its owner, and shall be given away or humanely disposed of become the property of South Pacific County Humane Society.~~

B. ~~Any person who is not the rightful owner of an impounded animal, and wishes to own such animal, then that person shall take possession on the fourth day following impoundment upon payment of the impound and boarding fees and have fifteen (15) days to comply with all licensing requirements. (Ord. 579 § 8, 1995)~~

[/PROPOSED]

6.04.090 Public nuisance.

It is unlawful and all persons are prohibited from keeping or harboring within the corporate limits of the city, an animal that is a public nuisance. Each day that any animal is so harbored shall constitute a separate offense. (Ord. 579 § 9, 1995)

6.04.100 Liability for animal bites.

The owner of any animal which shall bite any person while that person is in or on a public place or lawfully in or on a private place, including the property of the owner of the animal, shall be liable for such damages as may be suffered by the person bitten, regardless of the former viciousness of such animal, or the owner's knowledge of such viciousness (RCW 16.08.040). (Ord. 579 § 10, 1995)

6.04.110 Running at large.

A. It is unlawful for any owner or custodian of any animal to permit any such animal to run loose or be at large upon any public street, highway or public place, or upon private property owned by a person or persons other than the owner or custodian of the animal, within the corporate limits of the city unless such animal is confined or controlled by a leash, rope, device or cord not to exceed ten (10) feet in length and is kept sufficiently short to allow for the containment and control of such animal. It is permissible to allow the animal to be at "heel" providing the owner or custodian maintains absolute control and the animal stays within the allowable leash length and is under the control of the owner or custodian.

Any person who elects to be at large within the corporate limits with animals contained and controlled by a leash, rope device or having

control with the animal at "heel" as provided for in this section shall be in violation of this section if that person in fact does not or cannot control and contain such animal.

B. Animals injured or killed in the street shall be considered as running at large. The law enforcement officer or designee shall remove all such animals and, at his or her discretion, take those needing medical attention to a veterinarian. The owner of such animal shall be responsible for all expenses of the treatment and of the impoundment. All reasonable efforts will be made to notify the owner or custodian of any such animal prior to the animal being treated or impounded. Injured animals may be destroyed humanely, if it is determined by the law enforcement officer or a veterinarian that the animal has sustained critical injuries or the suffering is extreme and/or the prognosis for recovery is poor. The law enforcement officer shall consult with a veterinarian as to the disposition of injured animals, when the animal's prognosis cannot be ascertained with reasonable certainty. (Ord. 579 § 11, 1995)

6.04.120 Livestock.

It is unlawful for the owner or custodian of any horse, swine, livestock, poultry, or other animals generally regarded as farm or ranch animals to permit the same to live within or to run at large within the corporate limits of the city. (Ord. 579 § 12, 1995)

6.04.130 Pet shops.

A. No person owning or operating a pet shop shall sell any animal which is, at the time of delivery of the animal to the buyer, sick, impaired, unweaned or otherwise so incapacitated that its weakness or incapacity will substantially impair its ability to recover or grow normally.

B. Every person owning or operating a pet shop shall post a notice, conspicuously displayed and protected by glass, in a place, or places, where it may be seen during hours that the pet shop is closed, containing the names, addresses and telephone numbers of persons to be notified who will proceed immediately to the premises upon request of any duly authorized health officer or police officer having reasonable cause for belief that animals or birds contained therein are in immediate need of care or protection.

C. No person owning or operating a pet shop shall tease, or otherwise torment, nor permit any other person to abuse, tease or otherwise torment any animals, birds or fish therein.

D. No person owning or operating a pet shop shall exhibit any animal, bird or fish to public display for more than twelve (12) consecutive hours. At no time shall any animal be placed on public display outside the enclosed premises of a pet shop by chaining or caging the animal upon the public street or other public place. (Ord. 579 § 13, 1995)

[SPCHS]SPCHS encourages the City to only allow pet shop businesses that do not sell live animals. This type of pet shop has been demonstrated locally as being quite viable. [/SPCHS]

[PROPOSED]

A. No person owning or operating a pet shop shall offer for sale ~~any live animal which is, at the time of delivery of the animal to the buyer, sick, impaired, unweaned or otherwise so incapacitated that its weakness or incapacity will substantially impair its ability to recover or grow normally.~~

B. ~~Every person owning or operating a pet shop shall post a notice, conspicuously displayed and protected by glass, in a place, or places, where it may be seen during hours that the pet shop is closed, containing the names, addresses and telephone numbers of persons to be notified who will proceed immediately to the premises upon request of any duly authorized health officer or police officer having reasonable cause for belief that animals or birds contained therein are in immediate need of care or protection.~~

[/PROPOSED]

6.04.140 Revocation of license.

It is unlawful to keep any animal, kennel, grooming service or pet shop that is noisy, unsanitary, nauseous, foul or offensive, or in any way detrimental to public health and/or safety and not in compliance with this chapter, or any part thereof, and may be cause for revocation of such license or licenses upon petition of a police officer. (Ord. 579 § 14, 1995)

6.04.150 Penalty.

Any person in violation of any part of this chapter shall be charged with an infraction. Each violation will be punished by a fine not to exceed two hundred fifty dollars (\$250.00) per violation nor to exceed a fine of two hundred fifty dollars (\$250.00) per day that violations occur. All proceedings for the civil violation will be in accordance with Section 1.20.020 of this code. (Ord. 718 (part), 2006)

Chapter 6.08

EXOTIC ANIMALS

Sections:

6.08.010 Chapter intent.

- 6.08.020 Definitions.
- 6.08.030 Possession unlawful.
- 6.08.040 Violation--Penalty.
- 6.08.050 Euthanasia in exigent circumstances.
- 6.08.060 Chapter limitations.
- 6.08.070 Severability.

- 6.08.010 Chapter intent.

It is in the intent of the Ilwaco city council to prohibit the possession or maintenance of exotic animals in order to preserve the public peace and safety of Ilwaco citizens. (Ord. 660 (part), 2001)

- 6.08.020 Definitions.

As used in this chapter:

"Animal control authority" means all law enforcement officers and persons deputized as an animal control officer.

"Exotic animal" means any of the following:

1. Species of snakes capable of inflicting serious physical harm or death to human beings;
2. Nonhuman primates and prosimians;
3. Bears;
4. Nondomesticated species of felines;
5. Nondomesticated species of canines and their hybrids, including wolf and coyote hybrids;
6. The order crocodilia, including alligators, crocodiles, caiman, and gavials. (Ord. 718 (part), 2006: Ord. 660 (part), 2001)

- 6.08.030 Possession unlawful.

The possession or maintenance of an exotic animal within the city limits of the city of Ilwaco by a private citizen as a pet is unlawful. (Ord. 660 (part), 2001)

- 6.08.040 Violation--Penalty.

Any private citizen possessing or maintaining an exotic animal as a pet within the city limits of the city of Ilwaco is guilty of an infraction. Each violation will be punished by a fine not to exceed two hundred fifty dollars (\$250.00) per violation nor to exceed a fine of

two hundred fifty dollars (\$250.00) per day that violations occur. All proceedings for the civil violation will be in accordance with Section 1.20.020 of this code. (Ord. 718 (part), 2006: Ord. 660 (part), 2001)

6.08.050 Euthanasia in exigent circumstances.

An exotic animal possessed or maintained in violation of this chapter or the rules and regulations of the animal control authority may be subject to euthanasia if any one of the following exigent circumstances is deemed to exist:

A. The exotic animal presents an imminent likelihood of serious physical harm to the public and there is no other reasonably available means of abatement; or

B. There is no reasonable basis to believe that the violation can be or in good faith will be corrected and after reasonable search or inquiry by the animal control authority no facility as authorized by local, state or federal law is available to house the exotic animal; or

C. The exotic animal suffers from a communicable disease injurious to other animals or human beings; provided, that this section shall not apply if the animal is under treatment by a licensed veterinarian and may reasonably be expected to recover without infecting other animals or human beings. (Ord. 660 (part), 2001)

6.08.060 Chapter limitations.

A. The purpose of this chapter is to prohibit the private ownership of exotic animals as pets. Therefore, the provisions of this chapter shall not apply to any facility maintained by any city, county, state or the federal government, including but not limited to public zoos, nor shall it apply to museums, laboratories and research facilities maintained by scientific or educational institutions, nor to private or commercial activities such as circuses, fairs, or private zoological parks which are otherwise regulated by law, nor to any recognized program engaged in the training or exotic animals as defined in this chapter for use as service animals by disabled citizens.

B. Breeding, or allowing the reproduction of, exotic animals as defined in this chapter is prohibited, provided that this prohibition shall not apply to any governmental facility possessing or maintaining exotic animals nor shall it apply to private or commercial activities as set forth in subsection A of this section. (Ord. 660 (part), 2001)

6.08.070 Severability.

If any clause, sentence, paragraph, or part of this ordinance codified herein, or the application thereof to any person or circumstance shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of the ordinance codified in this chapter. (Ord. 660 (part), 2001)

#

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

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 2/22/16 Council Business Item:

B. Issue/Topic: **RCO Grant Contract to Transform City Park – Phase 1**

C. Sponsor(s):

1. Karnofski
- 2.

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

Through multiple fundraising efforts Parks and Recreation has raised nearly \$80,000 in cash with another \$25,500 in cash commitments combined with work donations of \$30,182 for a total of \$134,976.99. Thus leaving a difference of \$15,023.01 between what has been raised/committed and what is needed for the grant match (\$150,000). Parks and Rec continue their fundraising endeavors in hopes of earning the remainder of the match. Ultimately if that goal is not met, the City will pay the difference per prior commitment.

Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details): This park transformation has been well received throughout the city and the Peninsula. This project has been publicized for almost a year and many patrons are looking forward to the positive change.

E. Impacts:

1. Fiscal: Currently there is a \$15,023 shortfall that the city would be responsible for if the money wasn't raised. This project was incorporated into the 2016 budget.
2. Legal: The city attorney has reviewed the contract
3. Personnel:
4. Service/Delivery:

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

G. Staff Comments:

H. Time Constraints/Due Dates: When the agreement is signed and returned work can begin.

I. Proposed Motion: **I move to approve the mayor to execute the Project Agreement between the City of Ilwaco and the Recreation and Conservation Office for the City Park Transformation.**

NAME	MONETARY DONATION	WORK DONATION	COMMITMENT	GO FUND ME	TOTAL
Gary Forner	\$ 200.00				
Jon Ducharme	\$ 100.00				
Oldie Towne Trading Post	\$ 184.50				
Fill the Boot 8/15/15 Ilwaco Hook & Ladder 9/11/15 Slow Drag at the port 735.09	\$ 1,304.84				
Anonymous	\$ 2,500.00				
Arthur Strand Insurance	\$ 50.00				
Bank of the Pacific	\$ 100.00				
Blue Crab Graphics	\$ 50.00				
Time Enough Books	\$ 520.00				
Anonymous 2014	\$ 2,500.00				
Anonymous 2013	\$ 2,500.00				
Anonymous 9/11/4/15	\$ 10.00				
Anonymous 9/11/4/15	\$ 100.00				
Marie Powell Gallery	\$ 1,713.93				
Coastal Computers	\$ 100.00				
FunDraiser!	\$ 100.00				
Harrold, John and Olivia	\$ 200.00				
Chris Jacobson and Tracy Ramos 6x6	\$ 500.00				
Kiwanis Club	\$ 50.00				
Carla Hanson	\$ 1,000.00		\$ 2,500.00		
KLEAN Treatment Center Jan 2016	\$ 5,000.00		\$ 20,000.00		
In Memory of Henry and Sally Cassinelli	\$ 300.00				
Port of Ilwaco	\$ 250.00				
Craft3	\$ 30,000.00				
South Pacific County Firefighters	\$ 100.00	\$ 500.00			
Tanly Cottage Gardening (Labor 10.00/Hr - 10 Hrs and Materials)	\$ 1,853.00				
Templin Foundation (Playground Equip.)	\$ 1,265.50				
Oman & Son (Supplies)	\$ 1,263.50				
Dave McKee (37.06/Hr - 50 Hrs)	\$ 750.00				
Austin Benson (25.31/Hr - 50 Hrs)	\$ -				
Jimmie Fero (25.27/Hr - 50 Hrs)	\$ -				
Heidi's Inn (50 hours)	\$ -				
Mark Perez (15.00/HR - 50 Hours)	\$ -				
Rotary (50 Hours)	\$ -				
Thinkerville Art Mural	\$ -				
Don Nisbett Art Mural \$2000	\$ -				
Jenna Nisbett Color Consultation \$750	\$ 750.00				
The Baggart Family (15.00/Hr - 50 Hrs)	\$ 5,000.00				
Saturday Market (Jan 2016)	\$ 10,000.00				
IMA	\$ 1,000.00				
In Memory of Brian F. Sullivan (Tree)	\$ 250.00				
Chinook Observer	\$ 1,000.00				
Peninsula Pharmacy	\$ 5,000.00				
Pierre Marchand In Memory of Al and Jessie Marchand (5 trees)	\$ 2,145.00		\$ 500.00		
Hilltop PTO	\$ 300.00				
Pickled Fish	\$ 10,000.00				
MISC LABOR PARKS & REC (10.00/Hr - 1000)	\$ 300.00	\$ 1,000.00			
Tom Williams	\$ 200.00				
Brian and Kim Cutting (2 12x12 plaques for parents (2)	\$ 8,700.00				
John and Cheri Grocott	\$ 200.00				
City of Ilwaco	\$ 200.00				
Elizabeth and David Johnson	\$ 200.00				
Patrick Carro artwork \$2500	\$ 200.00				
Nancy McAllister	\$ 200.00				
Ole Bob's Seafoods	\$ 100.00				
PUD - surplus and equipment use	\$ 500.00	\$ 500.00			
Harmony Soap Works	\$ 50.00				
Peninsula Sanitation	\$ 200.00				
Robert and Marianne Gertulla	\$ 200.00				
Hopkins Family	\$ 70,678.27	\$ 30,182.00	\$ 25,500.00	\$ 9,366.00	\$ 134,976.99
Go Fund Me				\$ 8,616.72	
TOTALS					

Ariel Smith

From: Heather Reynolds <heather@reynoldsattorney.com>
Sent: Monday, February 15, 2016 9:36 AM
To: 'Ariel Smith'
Subject: RE: City Park Renovation Phase 1, RCO #14-1729D

Ariel,
This is a normal state contract. It of course requires all the usual public contracting and records retention processes. The unique provisions that you should be aware of are that you can't ever charge more than "value furnished" for services and park fees, and you have to use the income for park maintenance or improvements. If you discontinue use of equipment purchased with state funds you have to offer it back to RCO. Also note RCO gets acknowledged on a sign at the park, and gets advance notice of the ribbon cutting.
I have no changes to recommend.
Heather

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

From: Ariel Smith [mailto:treasurer@ilwaco-wa.gov]
Sent: Thursday, February 11, 2016 9:11 AM
To: 'Heather Reynolds' <heather@reynoldsattorney.com>
Subject: FW: City Park Renovation Phase 1, RCO #14-1729D

Heather,
Can you please review this contract when you have a chance.
Thank you,
Ariel

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

From: RCO MI GrantAgreement (RCO) [mailto:grantagreement@rco.wa.gov]
Sent: Monday, February 01, 2016 10:56 AM
To: Ariel Smith <treasurer@ilwaco-wa.gov>
Cc: Austin, Marguerite (RCO) <Marguerite.Austin@rco.wa.gov>; Nick Haldeman <parks1@ilwaco-wa.gov>; Calhoun, Rory (RCO) <Rory.Calhoun@rco.wa.gov>
Subject: City Park Renovation Phase 1, RCO #14-1729D

February 1, 2016

Ariel Smith
City of Ilwaco
PO Box 548
Ilwaco, WA 98624

RE: City Park Renovation Phase 1, RCO #14-1729D

Dear Ms. Smith:

Congratulations on receiving a grant for the City Park Renovation Phase 1 project. Your grant is administered by the Recreation and Conservation Office (RCO) and attached is the project agreement you need to sign and return to us before you may begin working to implement your project.

Your project agreement includes the agreement, standard terms and conditions, a milestone report of key deadlines, and an eligible scope activities report that describes allowable cost items for the project.

Please read your project agreement carefully. Pay particular attention to sections F and G to determine if your award is subject to state or federal grant management and reporting requirements. Federal requirements will apply if your grant award is from a federal source or if you or RCO uses it as match to a federal award. In addition, review section K for any special conditions that may be included in your agreement. Special conditions are additional requirements beyond what is in the project agreement and standard terms and conditions.

After reviewing these materials, please print two copies of the entire project agreement, have the appropriate person sign both, and return both signed originals within 60 days to PO Box 40917, Olympia, WA 98504-0917. RCO will sign both and return an original to you for your records. Once you receive a signed project agreement, you can begin implementing your project.

It is extremely important that you complete your project on time to ensure the continuing success and credibility of the RCO Recreation Grants. Timely use of your grant helps demonstrate effective use of funding to citizens and policymakers.

Lastly, we encourage you to contact the media about your project to help build public awareness of it and its benefits. Acknowledging grant funding helps increase the public's understanding of the value the funding provides to communities. Please notify your RCO grants manager of any event celebrating your project's beginning or completion. We'd love to help you celebrate!

As always, staff is available to answer your questions. If you need assistance, please contact Rory Calhoun at (360) 902-3022, TDD (360) 902-1996, or rory.calhoun@rco.wa.gov.

Thank you again for helping make this valuable investment in Washington's great outdoors.

Sincerely,

Marguerite Austin
RCO Section Manager
PO Box 40917
Olympia WA 98504
(360) 902-3016
Marguerite.austin@rco.wa.gov

To change or add email addresses on this list, please email cindy.gower@rco.wa.gov.

Ariel Smith

From: RCO MI GrantAgreement (RCO) <grantagreement@rco.wa.gov>
Sent: Monday, February 01, 2016 10:56 AM
To: Ariel Smith
Cc: Austin, Marguerite (RCO); Nick Haldeman; Calhoun, Rory (RCO)
Subject: City Park Renovation Phase 1, RCO #14-1729D
Attachments: 14-1729 City Park Renovation.pdf

February 1, 2016

Ariel Smith
City of Ilwaco
PO Box 548
Ilwaco, WA 98624

RE: City Park Renovation Phase 1, RCO #14-1729D

Dear Ms. Smith:

Congratulations on receiving a grant for the City Park Renovation Phase 1 project. Your grant is administered by the Recreation and Conservation Office (RCO) and attached is the project agreement you need to sign and return to us before you may begin working to implement your project.

Your project agreement includes the agreement, standard terms and conditions, a milestone report of key deadlines, and an eligible scope activities report that describes allowable cost items for the project. Please read your project agreement carefully. Pay particular attention to sections F and G to determine if your award is subject to state or federal grant management and reporting requirements. Federal requirements will apply if your grant award is from a federal source or if you or RCO uses it as match to a federal award. In addition, review section K for any special conditions that may be included in your agreement. Special conditions are additional requirements beyond what is in the project agreement and standard terms and conditions.

After reviewing these materials, please print two copies of the entire project agreement, have the appropriate person sign both, and return both signed originals within 60 days to PO Box 40917, Olympia, WA 98504-0917. RCO will sign both and return an original to you for your records. Once you receive a signed project agreement, you can begin implementing your project.

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As always, staff is available to answer your questions. If you need assistance, please contact Rory Calhoun at (360) 902-3022, TDD (360) 902-1996, or rory.calhoun@rco.wa.gov.

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Sincerely,

Marguerite Austin
RCO Section Manager
PO Box 40917
Olympia WA 98504
(360) 902-3016
Marguerite.austin@rco.wa.gov

To change or add email addresses on this list, please email cindy.gower@rco.wa.gov.

RCO Project Agreement For Office Administered Programs

Project Sponsor: City of Ilwaco

Project Number: 14-1729D

Project Title: City Park Renovation Phase 1

Approval Date: 11/12/2015

A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Ilwaco (sponsor), PO Box 548, Ilwaco, WA 98624 and shall be binding on the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account and ORA of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The City of Ilwaco will use this grant for the first phase of City Park renovation which includes the relocation of the major park facilities, to a more useable and safe location in the park. This phase of the project will install new playground and accessible surfacing, install a new accessible flush CXT toilet building, construct a new picnic shelter, upgrade accessible parking and add accessible pathways to the playground and picnic shelter near the front side of the park. The primary recreational opportunity provided by this project is new playground equipment and a picnic shelter.

D. PERIOD OF PERFORMANCE

The period of performance begins on January 15, 2016 (project start date) and ends on February 28, 2018 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

E. ON-GOING OBLIGATIONS

For this development and renovation project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 24: Restriction of Conversion) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

F. PROJECT FUNDING

The total grant award for this project shall not exceed \$150,000.00. RCO shall not pay any amount beyond that approved for grant funding of the project and within the RCO's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - RRG Local Parks	50.00%	\$150,000.00	State
Project Sponsor	50.00%	\$150,000.00	
Total Project Cost	100.00%	\$300,000.00	

G. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

I. AMENDMENTS MUST BE SIGNED IN WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

K. SPECIAL CONDITIONS

1. Archaeological, Historic, and Cultural Resource Consultation

Section 8 of this agreement requires compliance with Executive Order 05-05 and/or Section 106 of the National Historic Preservation Act. RCO has completed the initial consultation for this project and a cultural resources survey is required. The Sponsor must submit to RCO the survey and receive from RCO a Notice to Proceed before any ground disturbing activities can begin. Construction started without a Notice to Proceed will be considered a breach of contract. In the event that archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in Section 8 of this agreement.

L. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Ariel Smith
Title: Treasurer
Address: PO Box 548
Ilwaco, WA 98624
Email: treasurer@ilwaco-wa.gov

Office

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

M. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

N. EFFECTIVE DATE

This Agreement, for project 14-1729D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

City of Ilwaco

By: _____

Date: _____

Name: (printed) _____

Title: _____

State of Washington, Recreation Conservation Office

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: /s/

Date: August 26, 2015

Assistant Attorney General

Standard Terms and Conditions of the Project Agreement

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SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:
- acquisition project** - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
- Agreement or Project Agreement** - The document entitled "Project Agreement" accepted by all Parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.
- applicant** - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds.
- application** - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.
- C.F.R.** - Code of Federal Regulations
- contractor** - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).
- development project** - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.
- director** - The chief executive officer of the Recreation and Conservation Office or that person's designee.
- education project** - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.
- education and enforcement project** - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.
- equipment** - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).
- indirect cost** - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).
- landowner agreement** - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.
- maintenance project** - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.
- maintenance and operation project** - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.
- match or matching share** - The portion of the total project cost provided by the sponsor.
- milestone** - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.
- pass-through entity** - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, the RCO is the pass-through or is acting as the pass-through entity on behalf of another state agency as identified in Section A: Parties to the Agreement.
- period of performance** - The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).
- planning project** - A project that results in an assessment, inventory, study, plan, project designs, constructions plans and specifications or permits.
- pre-agreement cost** - A project cost incurred before the period of performance.
- project** - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.
- project cost** - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).
- RCO** - Recreation and Conservation Office - The state office that administers the grant under this Agreement .
- reimbursement** - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.
- renovation project** - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.
- restoration project** - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.
- RCW** - Revised Code of Washington

secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

sponsor or primary sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding Amount.

subrecipient - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

WAC - Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 29: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the RCO undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The RCO undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from an alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or

any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or 28B.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and the RCO policies regardless of whether the sponsor is a public or non-public organization.

Pursuant to RCW 43.21C.0382, all of RCO's activities and programs are exempt from threshold determinations and environmental impact statement requirements.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- A. **Nondiscrimination Laws.** The sponsor shall not discriminate against users of projects assisted with board funds on the basis of race, creed, color, sex, religion, national origin, disability, marital status, or sexual orientation and must comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the RCO. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington, which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
- C. **Archaeological and Cultural Resources.** The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The RCO requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. **Debarment and Certification.** By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

SECTION 9. RECORDS

- A. **Maintenance.** The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06. By submitting any record to the state, sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING AND COSTS

- A. **Additional Amounts.** The RCO shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the director and incorporated by written amendment into this Agreement.
- B. **Before the Agreement.** No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by RCO policy or the director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. **Requirements for Federal Subawards.** Pre-agreements costs before the federal award date in Section F: Project Funding Amount are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding Amount.
- Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Escrow Payments.** Direct payment to an escrow account of the RCO's share of the approved cost of real property and related costs may be made following RCO approval when the sponsor indicates a temporary lack of funds to purchase the property on a reimbursement basis. Prior to release of the RCO's share into escrow, the sponsor must provide the RCO with a copy of a binding agreement between the sponsor and the seller, all required documentation, and evidence of deposit of the sponsor's share into an escrow account.
- C. **Reimbursement Request Frequency.** Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- D. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- E. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed;
 8. Fiscal transactions are complete; and
 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- F. **Sources of Eligible Match.** Applicant resources used to match board funds must be eligible in the grant program. Sources of matching resources include, but are not limited to, any one or more of the following:
1. Appropriations and cash;
 2. Value of the applicant's expenses for labor, materials, and equipment;
 3. Value of donated real property, labor, services, materials, and equipment use; and
 4. Other state or federal funds.
- G. **Requirements for Federal Subawards: Match.** The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;
 4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
 5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
 7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.

- Requirements for Federal Subawards: Close out.** Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
 2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance.** In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, an applicable report from the state auditor's office, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments.** The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards.** The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).
- D. Deposit in State Account.** Any recovery of payments in this section will be deposited to the appropriate state account as identified in Section F: Project Funding.

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME AND USE OF INCOME

- A. Income.**
 - 1. Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
 - 2. Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored if the fees are consistent with the:
 - a. Value of any service(s) furnished;
 - b. Value of any opportunities furnished; and
 - c. Prevailing range of public fees in the state for the activity involved.
- B. Use of Income.** Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
 1. The sponsor's matching resources;
 2. The project's total cost;
 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by this project;
 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 5. Capital expenses for similar acquisition and/or development and renovation.
- C. Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
1. Publish a notice to the public requesting bids/proposals for the project;
 2. Specify in the notice the date for submittal of bids/proposals;
 3. Specify in the notice the date for submittal of bids/proposals;
 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

- B. **Requirements for Federal Subawards.** For all Federal subawards, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

SECTION 17. TREATMENT OF EQUIPMENT

- A. **Discontinued Use.** Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. **Loss or Damage.** The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. **Requirements for Federal Subawards.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

SECTION 18. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to the RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the RCO right to inspect and access lands acquired or developed with funding assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the RCO discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.** The sponsor also shall post signs or other appropriate media during the period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in the RCO policy or waived by the director.
- C. **Ceremonies.** The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 - 1. The fund source;
 - 2. The percentage of the total costs of the project that is financed with federal money;
 - 3. The dollar amount of federal funds for the project; and
 - 4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. **Document Review and Approval.** The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval.
- B. **Control and Tenure.** The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. **Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to RCO policy.
- B. **Evidence of Title.** The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 - 1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.

2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 3. **Easements and Leases.** The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. Real Property Acquisition and Relocation Assistance.**
1. **Federal Acquisition Policies.** When federal funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
 2. **State Acquisition Policies.** When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, RCW 8.26, and WAC 468-100.
 3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.
 4. **Condemnation.** Acquisition of real property through or as a direct result of condemnation is not eligible for funding in this Agreement. Acquisition of real property must be on a willing-seller basis.
- F. Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.
- G. Hazardous Substances.**
1. **Certification.** The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 2. **Responsibility.** Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 3. **Hold Harmless.** The sponsor will defend, protect and hold harmless the RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.
- H. Requirements for Federal Subawards.** The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R. § 200.329 (2013)).

SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

- A. Restriction on Conversion.** The sponsor shall not at any time convert any real property (including any interest therein) acquired, or facility developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the RCO in compliance with applicable statutes, rules, and RCO policies.

It is the intent of the RCO's conversion policy, current or as amended in the future, that all real property acquired or any project facilities developed, maintained, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in Section E: On-going Obligations or as approved by the RCO.

- B. Conversions Defined.** A conversion occurs under any of the following circumstances:
1. **Conveyance.** Interests in real property are conveyed for purposes inconsistent with the intent of the Agreement and the funding source. Interests in real property include, but are not limited to, options, rights of first refusal, conservation easements, leases, and mineral rights.
 2. **Use.** Non-eligible uses (public or private) are made of the project area or a portion of the project area,
 3. **Eligibility.** Non-eligible facilities are developed with the project area without prior approve of the RCO.
 4. **Termination of Use/Non-Conformance.** The property acquired or the project developed or restored no longer meets or conforms to the purpose of this Agreement or the funding source.
 5. **Public Access.** Closure of public access sites is for longer than 180 consecutive days.

C. Remedies for a Conversion. The RCO shall only approve a conversion when the sponsor has demonstrated the following:

1. All practical alternatives to the conversion have been evaluated and rejected; and
 2. The sponsor agrees to replace the entire project area or the portion of the project area affected by the conversion and assume the obligations described in Section E: On-going Obligations on the replacement property or facilities. The replacement must:
 - (a) Be of equivalent or greater usefulness and location as the original project in this Agreement;
 - (b) Be managed by the sponsor unless otherwise approved by the RCO;
 - (c) Be eligible to receive a grant from the source of funds from which this project was originally funded, unless otherwise authorized by RCO;
 - (d) If an acquisition project, be interest in real property of at least equal market value and public benefit at the time of replacement;
 - (e) If a development, renovation, or maintenance project, provide a facility of at least equal market value and public benefit as that which existed at the time of the original investment of RCO funds; and
 - (f) If a restoration project, provide restoration activities necessary to replicate the ecological benefit intended by the project; and
 3. Publish a notice of the proposed conversion and replacement and provide the public an opportunity to comment;
- D. Change of Use.** When approved by RCO, certain activities within the eligible scope activities of this project may be removed from this Agreement without invoking a conversion. Removing activities is allowed when the RCO determines that the activities are not needed or cannot be retained due to one or more of the following conditions:
1. Obsolescence,
 2. Extraordinary vandalism,
 3. Acts of nature,
 4. Designed useful service life expectancy reached,
 5. Fire,
 6. Property or property rights lost as a result of legal action, or
 7. National Trails System Act reversion order.
- E. Documentation.** Any conversion or change of use will be documented through a formal written amendment to this Agreement and signed by RCO and the sponsor.

SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the RCO funds, including undeveloped sites, are built, operated, used, and maintained:
1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
 2. In a reasonably safe condition for the project's intended use.
 3. Throughout its estimated useful service life so as to prevent undue deterioration.
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. Open to the public.** Facilities open and accessible to the general public must:
1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution, the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

- C. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

F. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

G. **Procurement of Recovered Materials.** A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

H. **Required Insurance.** The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

I. **Debarment and Suspension (Executive Orders 12549 and 12689).** The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 28. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

A. Administrative Conditions

1. **Cost Principles.** The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. **Audit Requirements.** The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding Amount.
3. **Hotel-Motel Fire Safety Act.** Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. **Recycled Paper**
 - a. **Institutions of Higher Education Hospitals and Non-Profit Organizations.** In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
 - b. **State Agencies and Political Subdivisions.** In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
 - c. **State and Local Institutions of Higher Education and Non-Profit Organizations.** In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

- d. **State Tribal and Local Government Recipients.** In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. **Lobbying.** The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. **Part 30 Recipients.** All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.
- Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- b. **Lobbying and Litigation.** The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. **Suspension and Debarment.** The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.
- The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.
7. **Drug-Free Workplace Certification.** The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
- a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
- b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R Part 1536 at <http://ecfr.gpoaccess.gov>.
8. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
9. **Reimbursement Limitation.** If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.
10. **Trafficking in Persons.** The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.
- "YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."
11. **DUNS and CCR Requirements.** Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the Central Contractor Registry (CCR) until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.

The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.

12. **FY2011 ACORN Funding Restriction.** No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.
13. **Disadvantaged Business Enterprise Requirements, General Compliance.** The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
14. **Sub-Awards.** If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
 - a. Establish all sub-award agreements in writing;
 - b. Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
 - c. Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
 - d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
 - e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
 - f. Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
 - g. Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
15. **Federal Employees.** No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
16. **Fly America Act.** The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
17. **Recovered Materials.** The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
18. **Copeland "Anti-Kickback" Act.** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R., Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
19. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7).** When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

20. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
21. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
22. **FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions.** This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. **Semi-Annual Financial and Ecosystem Accounting Tracking System (FEATS) Performance Reports.** The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
 - (a) Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
 - (b) The reasons for slippages if established outputs/outcomes were not met; AND
 - (c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 calendar days after the end of each reporting period.

2. **Final Performance Report.** In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. **Recognition of EPA Funding.** Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT [EPA agreement number] TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. **Copyrighted Material.** EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. **Peer Review.** The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products, the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator: Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.

7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

SECTION 29. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. The RCO policies and procedures.

SECTION 30. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 31. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 32. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 33. SPECIFIC PERFORMANCE

The RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 34. TERMINATION

The RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all the RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

- A. **For Cause.** The director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:
 1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
 2. If the sponsor fails to make progress satisfactory to the director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

- B. **Non-Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.
- C. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 35. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the Parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the director.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the Parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The Parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of an affected Party to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the Parties.

SECTION 36. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 37. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise, venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 38. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the RCO (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those Parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the Parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such a lawsuit shall be binding and enforceable on the Parties. Any money judgment or award against a Tribe, tribal officers, employees, and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F: Project Funding Amount of the Agreement in order to satisfy the judgment.

C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the Parties. In any enforcement action, the Parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 39. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Eligible Scope Activities

Project Sponsor: City of Ilwaco	Project Number: 14-1729
Project Title: City Park Renovation Phase 1	Project Type: Development
Program: RRG Local Parks	Approval: 11/12/2015

Project Metrics

Sites Improved

Project acres developed:	0.00
Project acres renovated:	1.00

Development Metrics

Worksite #1, Ilwaco City Park

Buildings and Structures

Construct / install restroom

Number of restrooms:	1 new, 0 renovated
Select the restroom type :	Restroom

General Site Improvements

Construct picnic shelter

Number of group picnic shelters:	1 new, 0 renovated
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Develop paths/walkways

Select the surface of the path/walkway:	Concrete
Linear feet of path/walkway:	500
Walkway lighting provided (yes/no):	Yes
Number of walkway bridges:	0 new, 0 renovated

Install lighting (general security)

Number of general security lights installed:	10
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Install signs/kiosk

Number of kiosks:	1 new, 0 renovated
Number of interpretive signs/displays:	0 new, 2 renovated
Number of permanent entrance signs:	1 new, 0 renovated
Number of electronic signs:	0 new, 0 renovated
Project involves installation of informational signs (yes/no):	No

Install site furnishings

Landscaping improvements

Acres of landscaped area :	1.00
Select the landscape features:	Groundcover, Irrigation, Native vegetation, Trees/shrubs

Parking and Roads

Parking development

Number of vehicle parking stalls:	0 new, 2 renovated
Number of vehicle with trailer parking stalls:	0 new, 0 renovated
Number of accessible parking stalls:	
Vehicle with trailers	0
Vehicle	2
Select the parking surfaces :	Concrete
Select the parking enhancements:	Curbs

Play Areas

Playground development

Number of play areas:	1 new, 0 renovated
Number of climbing walls/rocks:	0 new, 0 renovated
Select the play area surface material type:	Engineered wood fiber

Eligible Scope Activities

Site Preparation

General site preparation

Utilities

Install power utilities

Select the power utilities:

Relocate/bury power utility

Install sewage system

Number of dump stations:

0 new, 0 renovated

Select the sewer utilities:

Sewer relocation

Install water system

Select the water utilities:

Water system relocation

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Milestone Report By Project

Project Number: 14-1729 D
Project Name: City Park Renovation Phase 1
Sponsor: Ilwaco City of

X	!	Milestone	Target Date	Comments/Description
X		Design Initiated	12/01/2015	
		Project Start	01/15/2016	
	!	Cultural Resources Complete	04/30/2016	Survey required, see special condition #1. DAHP Log No: 072015-14-RCFB.
	!	Progress Report Submitted	06/30/2016	
	!	Annual Project Billing	07/31/2016	
		60% Plans to RCO	08/31/2016	
		Applied for Permits	09/30/2016	
		SEPA/NEPA Completed	09/30/2016	
		All Bid Docs/Plans to RCO	10/31/2016	
		Bid Awarded/Contractor Hired	12/01/2016	
	!	Progress Report Submitted	01/31/2017	
	!	Construction Started	03/31/2017	
		50% Construction Complete	06/30/2017	
	!	Progress Report Submitted	06/30/2017	
		RCO Interim Inspection	07/01/2017	
	!	Annual Project Billing	07/31/2017	
		90% Construction Complete	09/30/2017	
		Funding Acknowl Sign Posted	10/31/2017	
		Construction Complete	10/31/2017	
		RCO Final Inspection	11/27/2017	
		Final Billing to RCO	12/31/2017	
		Final Report in PRISM	12/31/2017	
	!	Agreement End Date	02/28/2018	

X = Milestone Complete

! = Critical Milestone

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 02/22/16 Council Business Item:

B. Issue/Topic: **Short Term Vacation Rentals**

C. Sponsor(s):

1. Cassinelli
- 2.

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

1. Citizens of Ilwaco have come forward to Planning Commission and City Council to request an amendment to the Municipal Code relating to short term vacation rentals, and specifically which zones they are an outright allowed use in.

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

1. Over the past few years, residents of the R1 zone have expressed disdain for allowing short term vacation rentals, even by conditional use permit.
2. There have been several property owners of commercial buildings which desire to have short term rentals allowed in C1 and C2 on the second story. Currently, short term rentals are only an outright use in R3.
3. City Planner, Sam Rubin has presented the draft ordinance language to the Planning Commission who recommended that it be presented to City Council for consideration.

F. Impacts:

1. Fiscal:
2. Legal: This ordinance has not yet been reviewed by Heather Reynolds.
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments: Edits or comments on the ordinance are encouraged. These changes will require a 60 day notice to Dept. of Commerce, SEPA review and Public Hearing by the City Council.

I. Time Constraints/Due Dates:

Proposed Motion: **None at this time.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, RELATING TO VACATION RENTALS AND AMENDING CHAPTER 15 OF THE ILWACO MUNICIPAL CODE

WHEREAS, vacation rentals can provide homeowners an opportunity to hold property in difficult economic circumstances or as an investment; and

WHEREAS, taxes from vacation rentals of homes can be used to promote travel and tourism and to support the local tourism industry; and

WHEREAS, the City Council and Planning Commission wish to allow Ilwaco homeowners to provide short-term rental units, while at the same time, to protect public interest, and to align with existing zoning districts; and

WHEREAS, state agency 60-day review required by RCW 36.70A.106 was initiated on XXXX, about which no comments were received; and

WHEREAS, a determination of non-significance was issued under the State Environmental Policy Act on XXXXXXXXXXXXX, about which no comments were received; and

WHEREAS, the Ilwaco City Council conducted a public hearing on the proposed code amendments on XXXXXXXXXXXXX, and duly considered all comments made at or received in writing timely to that hearing;

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

Section 1. Section 15.04.020 of the Ilwaco Municipal Code is amended to read as follows:

15.04.020 Definitions.

As used in this title:

"Access road" means a public street providing vehicular access to the boundary of a parcel of real property being proposed for development.

"Accessory use or accessory building" means a subordinate use or building (one-story detached), customarily incidental to, and located upon the same lot occupied by, the principal use or building (e.g., a storage shed, garage, gazebo, greenhouse, etc.).

"Administrative appeal" means an appeal to the city council of a decision made by the city planner.

"Adult family home" means the regular family abode of a person or persons who are providing personal care, room and board, under a license issued pursuant to RCW 70.128.060, to more than one but not more than four adults who are not related by blood or marriage to the person or persons providing the services; except that a maximum of six adults may be permitted if the Washington State Department of Social and Health Services determines that the home and the provider are capable of meeting standards and qualifications provided for by law (RCW 70.128.010).

"Agriculture" means the use of land for agricultural purposes, including farming, dairying, pasturage, horticulture, floriculture, viticulture, apiaries, and animal and poultry husbandry, and the necessary accessory uses for storing produce; provided, however, that the operation of any such accessory use shall be incidental to that of normal agricultural activities; and provided further, that such uses shall not include the commercial feeding of garbage or refuse to swine or other animals.

"Alley" means a public thoroughfare or way that provides only a secondary means of access to abutting property.

"Allowed use" means any authorized use allowed alone or in conjunction with another use in a specified district and subject to the limitations of the regulations of such use district.

"Amateur radio antennae" means a structure that is erected for the purpose of transmitting and receiving noncommercial radio signals.

"Apartment house (multifamily dwelling)" means any building or portion thereof which is designed, built, rented, leased, let or hired out to be occupied, or which is occupied, as the home or residence of three or more families living independently of each other and doing their own cooking in such building, and shall include flats and apartments.

"Applicant" means a person or persons submitting an application to the city of Ilwaco for any type of permit or approval covered in this title.

"Automobile repair" includes fixing, incidental body or fender work, changing of automobile fluids, painting, upholstering, engine tune-up, adjusting lights or brakes, or supplying and installing replacement parts of or for passenger vehicles and trucks.

"Automobile service station or gasoline filling station" means a building or lot having pumps and storage tanks where fuels, oils or accessories for motor vehicles are dispensed, sold or offered for sale at retail only, repair service is incidental and no storage or parking space is offered for rent.

"Automobile wrecking" means the dismantling or disassembling of motor vehicles or mobile homes, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked motor vehicles or their parts. Three or more dismantled, obsolete, or inoperable motor vehicles on one lot or parcel of land shall constitute a wrecking yard.

"Auxiliary dwelling unit" means an additional dwelling unit, including separate kitchen, sleeping, and bathroom facilities, separate from the owner occupied primary residential dwelling unit, on a single-family lot, not to exceed four hundred (400) square feet.

"Basement" means that portion of a building between floor and ceiling, which is partly below and partly above grade, but so located that the vertical distance from grade to the floor below is more than the vertical distance from grade to ceiling.

"Bed and breakfast" means a residential type building, or portion of the building, other than a hotel or motel, where for compensation lodging and a morning meal is provided for patrons, not including members of the owner, occupant or tenant occupant family.

"Billboard" means a sign, including both the supporting structural framework and attached billboard faces, used principally for advertising a business activity, use, product or service unrelated to the primary use of the property on which the billboard is located; excluding off-premises directional signs or temporary real estate signs.

"Binding site plan" is a to-scale drawing which identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters specified by local regulations; contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of land; and contains provisions making any development be in conformity with the site plan; processed pursuant to this code and which has been approved by city council.

"Block" means a group of lots, tracts or parcels within well-defined and fixed boundaries.

"Boarding or lodging home" means a dwelling or part thereof, other than a motel or hotel, where lodging, with or without meals, is provided, for compensation, for not more than three persons.

"Buffer strip" means an area of land or a structure used or created for the purpose of insulating, separating or screening a structure or land use from other land uses or structures, in such a manner as to reduce or mitigate any adverse impacts of one or the other.

"Building" means any structure having a roof, but excluding all forms of vehicles (e.g., a recreational vehicle (RV)), even if it is immobilized. Yard requirements (i.e., set-backs) apply to all buildings.

"Building code" means the Uniform Building Code promulgated by the International Conference of Building Officials.

"Building height" means the vertical distance measured from the average elevation of existing grade to the highest point of the roof surface of a flat roof, to the top of a mansard roof, or to the mean height level between the eaves and the ridge for a pitched roof. Average elevation of existing grade will be measured at the vertical projection of the enclosed building space. Pitched roofs are considered to be those with a 5"/12" pitch or greater.

"Building Inspector" means the building inspector for the city of Ilwaco, Washington.

"Building permit" means the permit required by the city for new construction and additions.

"Canopy" means a roof-like projection.

"Chemical processes" means a manufacturing process that uses dangerous or potentially dangerous chemicals.

"City" means the city of Ilwaco, Washington.

"City attorney" means the city attorney of the city of Ilwaco, Washington.

"City council" means the city council of the city of Ilwaco, Washington.

"City engineer" means the person appointed by the mayor and confirmed by the city council to review engineering aspects of land subdivision and development plans, or his or her designee.

"City planner" means the mayor, or his or her designee with approval of the council, of the city of Ilwaco, Washington.

"Closed record appeal" means an administrative appeal on the record to the city council, following an open record hearing on a project permit application when the appeal is on the record with no or limited new evidence or information allowed to be submitted and only appeal argument allowed (RCW 36.70B.020(1)).

"Club" means an incorporated or unincorporated association of persons organized for a social, educational, literary, or charitable purpose.

"Collector arterial," unless otherwise defined by the city's transportation plan, means a public street whose function is to collect traffic from neighborhoods and local streets and which connects to another public street of equal or greater classification. A "collector arterial" also may provide direct access to adjacent properties.

"Combining district" means district regulations superimposed on an underlying zoning district which impose additional regulations for specific uses, and which are valid for a stipulated time period. Uses permitted by the underlying zone may also be developed.

"Commercial unit" means any building or facility used for any purpose other than dwelling, except industrial.

"Common open space" means a parcel of land or an area of water or a combination of land and water within the site designated for a planned unit development, and designed and intended primarily for the use or enjoyment of the residents of such development.

"Community arts center" means a structure that is used for the purpose of displaying and/or selling art, conducting educational programs, and providing a means for art related meetings.

"Completion security" means a bond or other acceptable surety deposited by an applicant with the city to ensure completion within one year of improvements required to obtain a permit or approval.

"Comprehensive plan" means the most recent edition of the city of Ilwaco comprehensive plan adopted by the city council in accordance with RCW Chapter 35.63 or RCW Title 35A.

"Comprehensive water plan" means the most recent edition of the city of Ilwaco comprehensive water plan.

"Conditional uses" means certain uses which are otherwise not allowed in a use district but are permitted in specific circumstances subject to a conditional use permit granted by the city council. Conditional uses

require a special degree of control to make such uses consistent with and compatible to other existing or permissible uses in the same zone or zones.

"Condominium" means a multi-family structure in which each of the tenants hold full title to their unit, and joint ownership in the common grounds.

"Consolidated permit processing" means the integrated and consolidated review and decision on two or more project permits relating to a proposed project action, including a single application review and approval process covering all project permits requested by an applicant for all or part of a project. If an applicant elects consolidated permit processing, the determination of completeness, notice of application, and notice of final decision must include all project permits being reviewed through the consolidated permit review process.

"Convalescent home or nursing home" means an establishment providing nursing, dietary, and other personal services to convalescents, invalids, or aged persons.

"Convenience store" means a retail grocery business of less than one thousand (1,000) square feet that primarily caters to residents of the same neighborhood.

"County assessor" means the assessor of Pacific County, Washington.

"County auditor" means the auditor of Pacific County, Washington.

"County road" means a road maintained for public travel by Pacific County.

Creeks, Minor. "Minor creeks" means all creeks other than major creeks and generally conforming to the following criteria: a course or route as formed by nature, or as altered by human activity, and generally consisting of a channel with a bed, banks or sides substantially throughout its length along which surface waters, with some regularity, naturally and normally flow or drain from high to lower lands.

Creeks, Rivers, Major. The following are "major creeks/rivers" identified by the city:

1. Columbia River;
2. Wallicut River.

"Crop and tree farming" means the use of land for horticultural purposes.

"Cul-de-sac" means a dead-end street of limited length having a primary function of serving adjoining land, and constructed with a turnaround at its end.

"Dangerous wastes" means those wastes designated in WAC 173-303-070 through 173-303-103 as dangerous wastes. This may include any discarded, useless, unwanted or abandoned substances, including but not limited to certain pesticides, or any residues or containers of such substances which are disposed of in such quantity or concentration as to pose a substantial present or potential hazard to human health, wildlife or the environment because such wastes or constituents or combinations of such wastes:

1. Have short-lived toxic properties that may cause death, injury or illness or have mutagenic, teratogenic or carcinogenic properties; or
2. Are corrosive, explosive or flammable, or may generate pressure through decomposition or other means.

A moderate risk waste is not dangerous waste.

"Decision" means a final determination by the decision-making body on applications for permits or approvals or on appeals.

"Decision-making body" means the body with final approval authority for any given application.

"Dedication" means the deliberate appropriation of land by an owner for any general and public uses, reserving to himself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate will be evidenced by the owner by the presentment for filing of a final plat or short plat showing the dedication; and, the acceptance by the public will be evidenced by the approval of such plat for filing by the city council.

"Dedication plat" means plat which indicates property to be dedicated for public right-of-way or land for public use.

"Density" means the permissible number of dwelling units that may be developed on a specific amount of land area measured in number of dwelling units per gross acre.

"Designated zone facility" means any hazardous waste facility that requires an interim or final status permit under rules adopted under RCW Chapter 70.105 and WAC Chapter 173-303, and that is not a

preempted facility as defined in RCW 70.105.010 or in WAC Chapter 173-303. A hazardous waste treatment or storage facility is a designated zone facility.

"Determination of completeness" means the determination made by the city planner as to whether a project permit application is complete or incomplete (RCW 36.70B.070).

"Developer" means a person who is responsible for any undertaking that requires a permit or approval from the city of Ilwaco.

"Development or development activity" means any human-made change to improved or unimproved real estate, including but not limited to:

1. Construction, clearing, grading, filling, excavating, paving, dredging, mining, drilling, or otherwise significantly disturbing the soil of a site;
2. Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or water management system;
3. Subdividing land into two or more parcels;
4. Construction of a permanent sign unless expressly exempted by this title;
5. Alteration of a historic property for which authorization is required by this title; or
6. Changing the use of a site so that the need for parking is increased.

"Development permit" or development approval means any written authorization from the city which authorizes the commencement of a development activity.

"Development plan" means a plan drawn to scale, indicating the proposed use, the actual dimensions and shape of the property to be built upon, the exact sizes and locations on the property of buildings already existing, if any, and the location on the property of the proposed building or alteration, yards, setbacks, landscaping, off street parking, ingress and egress and signs.

"Development standards" means regulations including but not limited to setbacks, landscaping, screening, height, site coverage, signs, building layout, drainage, parking and site design and related features of land use.

"Discontinuance" means the abandonment or nonuse of a building, structure, sign or lot for a period of six months.

"District" means a portion of the incorporated area of the city within which certain regulations and requirements apply under the provisions of this title.

"Dock-high loading areas" means truck maneuvering areas and loading or unloading areas associated with loading doors that are located above the finish grade.

"Drainage ditch" means a manmade channel with a bed, bank or sides which discharges waters into a major or minor creek, lake, pond or wetland.

"Dripline" means a circle drawn at the soil line directly under the outermost branches of a tree.

"Duplex" means a building used or intended to be used as a home of two families living independently of each other having two separate kitchen facilities and bathroom facilities (i.e., two separate dwelling units).

Dwelling, Multiple-Family. "Multiple-family dwelling" means a residential building designed for or occupied by three or more families, with the number of families in residence not exceeding the number of dwelling units provided.

Dwelling, Single-Family. "Single-family dwelling" means a detached residential dwelling unit, other than a mobilehome, designed for and occupied by one family only.

Dwelling, Two-Family. "Two-family dwelling" means a detached residential building containing two dwelling units, designed for occupancy by not more than two families.

"Dwelling unit" means a building or portion of a building designed for occupancy by one family for residential purposes and having kitchen facilities.

"Easement" means a nonownership interest in land; a grant by a property owner to specific persons or to the public for a specific purpose or purposes such as ingress, egress and for utilities.

"Emergency repair" means work necessary to prevent destruction or dilapidation to real property or its structures immediately threatened or damaged by fire, flood, earthquake, or other disaster.

"Equivalent dwelling unit (EDU)" means any residential or nonresidential use which has been found to place a demand on the city's sewerage system or water system approximately equal to the demand thereon by a single-family dwelling.

"Erosion hazard areas" means and includes areas that because of natural characteristics, including vegetative cover, soil texture, slope, gradient and rainfall patterns, or man-made changes to such characteristics, are vulnerable to erosion.

"Essential public facilities" means public facilities and privately-owned or operated facilities serving a public purpose that are typically difficult to site. They include:

1. Type One. Multi-county facilities on the State Office of Financial Management (OFM) list of future projects. These are major facilities serving or potentially affecting more than one county. These facilities include, but are not limited to, regional transportation facilities, such as regional airports, state correction facilities, and state education facilities.
2. Type Two. These are local or inter-local facilities serving or potentially affecting residents or property in more than one jurisdiction. They could include, but are not limited to, county jails, county landfills, community colleges, sewage treatment facilities, communication towers and inpatient facilities (e.g., substance abuse facilities, mental health facilities, and group homes). (Note: Facilities that would not have impacts beyond the jurisdiction in which they are proposed to be located would be Type Three facilities.)
3. Type Three. These are facilities serving or potentially affecting only the jurisdiction in which they are proposed to be located.

"Extremely hazardous waste" means those wastes designated in WAC 173-303-070 through 173-303-103 as extremely hazardous wastes. This may include any dangerous waste which:

1. Will persist in a hazardous form for several years or more at a disposal site and which in its persistent form:
 - a. Presents a significant environmental hazard and may be concentrated by living organisms through a food chain or may affect the genetic makeup of man or wildlife, and
 - b. Is highly toxic to man or wildlife;
2. Is disposed of at a hazardous waste disposal site in such quantities as would present an extreme hazard to man or the environment.

"Family" means one or more related persons living together or not more than six unrelated persons living together in a single dwelling unit.

"Family day care provider" means a residential facility where supervision is provided for periods less than twenty-four (24) hours for twelve (12) or fewer children from the age of birth to eleven (11) years of age, exclusive of members of the occupant's family. Such facility must be operated in accordance with state requirements.

"Fee schedule" means the most current list, adopted by resolution of the city council, of the fees required for submitting applications to the city under this title and other city laws.

Fence, One Hundred Percent Sight-Obscuring. "One hundred (100) percent sight-obscuring fence" means a fence constructed of solid wood, metal or other appropriate material which totally conceals the subject use from adjoining uses at six feet above the base of the fence line, at twenty (20) feet from the subject property line.

Fence, Sight-Obscuring. "Sight-obscuring fence" means, at minimum, a chain link fence with woven slats in every row or available space of the fence.

"Flag lot" means a tract or lot of land of uniform dimensions in which the portion fronting on a street is less than the required minimum width for construction of a building or structure on that lot but leads from the access point to a lot with proper dimensions for building.

"Front of house" means that part of the house that faces the street, road, or public access way.

"Front yard" means an open, unoccupied space extending across the full width or depth of the lot, between the building and the property line adjacent to the street. On corner lots, both yards abutting streets are considered front yards.

Frontage, Building or Occupancy. "Building or occupancy frontage" means the length of that portion of a building or ground floor occupancy which abuts a street, publicly used parking area or mall appurtenant to such building or occupancy, expressed in lineal feet and fractions thereof.

Garage or Carport, Private. "Private garage or carport" means a building, or a portion of a building, principally for vehicular equipment such as automobiles, boats, etc., not more than one thousand (1,000) square feet in area, in which only motor vehicles used by the tenants of the buildings on the premises are stored or kept.

"General sewer plan" means the most recent edition of the General Sewer Plan of the city of Ilwaco.

"Grade" means a ground elevation established for the purpose of regulating the height of the structure. The building grade is the level of the ground adjacent to the walls of the building if the finished grade is level. If the ground is not entirely level, the grade is determined by averaging the elevation of the ground for each face of the building.

"Grading permit" means the permit required under Chapter 70 of the Uniform Building Code.

"Grocery store" means a retail business of one thousand (1,000) square feet or more that sells primarily food.

"Gross floor area" means the area included within the surrounding exterior walls of a building expressed in square feet and fractions thereof. The floor area of a building not provided with surrounding exterior walls shall be the usable area under the horizontal projections of the roof or floor above.

"Ground cover" means low-growing vegetative materials with a mound or spreading manner of growth that provides solid cover within two years after planting. Examples include sod or seed lawn, ivy, junipers, cotoneaster, etc.

Group Home.

1. Class I Group Home. "Class I group home" means publicly or privately operated residential facilities such as state-licensed foster homes and group homes for children; group homes for individuals who are developmentally, physically or mentally disabled; group homes or halfway houses for recovering alcoholics and former drug addicts; and other groups not considered within Class II or III group homes.
 - a. Group Home, Class I-A. A Class I-A group home shall have a maximum of seven residents including resident staff.
 - b. Group Home, Class I-B. A Class I-B group home shall have a maximum of ten (10) residents including resident staff.
 - c. Group Home, Class I-C. The number of residents for a Class I-C group home will be based upon the density of the underlying zoning district.
2. Class II Group Home. "Class II group home" means publicly or privately operated residential facilities for juveniles under the jurisdiction of the criminal justice system. These homes include state-licensed group care homes or halfway homes for juveniles which provide residence in lieu of

sentencing or incarceration, and halfway houses providing residence to juveniles needing correction or for juveniles selected to participate in state-operated work release and prerelease programs. The planning director shall have the discretion to classify a group home proposing to serve juveniles convicted of the offenses listed under Class III group home in this section as a group home Class III, and any such home shall be sited according to the regulations contained within the Group III classification.

- a. Group Home, Class II-A. A Class II-A group home shall have a maximum of eight residents including resident staff.
- b. Group Home, Class II-B. A Class II-B group home shall have a maximum of twelve (12) residents including resident staff.
- c. Group Home, Class II-C. A Class II-C group home shall have a maximum of eighteen (18) residents including resident staff.

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

"Guest cottage" means an accessory, detached dwelling without any kitchen facilities designed for and used to house transient visitors or nonpaying guests of the occupants of the main building.

"Halfway house" means a dwelling unit that houses formerly incarcerated or institutionalized persons that have been released to transition back into society.

"Half-width street" means any public or private street right-of-way or easement which is less than the full required width specified in this chapter, and which is established so that the additional half-width right-of-way or easement may be provided at a later date to complete a full-width roadway.

"Hazardous substance" means any liquid, solid, gas or sludge, including any material, substance, product, commodity or waste, regardless of quantity, that exhibits any of the characteristics or criteria of hazardous waste as described in rules adopted under RCW Chapter 70.105 or in WAC 173-303-090, 173-303-100, 173-303-101, 173-303-102 or 173-303-103.

"Hazardous substance facility buffer zone" means a setback area between the hazardous substance land use facility boundary and the nearest point of the hazardous substance land use property line, necessary to provide added protection to adjacent land uses or resources of beneficial use. All hazardous waste treatment and storage facilities must maintain at least a fifty (50) foot buffer zone.

"Hazardous substance land use" means any use which is permitted under this title and which includes a designated zone facility or the processing or handling of a hazardous substance.

"Hazardous substance land use facility" means the projected line enclosing the area of all structures and lands on which hazardous substance land use activities occur, have occurred in the past or will occur in the future. This does not include the application of products for agricultural purposes.

Hazardous Substance, Processing or Handling of. "Processing or handling of a hazardous substance" means the compounding, treatment, manufacture, synthesis, use or storage of hazardous substances in excess of the following amounts in bulk quantities: five thousand (5,000) pounds of solid hazardous substances, five hundred (500) gallons of liquid hazardous substances, and six hundred fifty (650) cubic feet of gaseous hazardous substances.

"Hazardous waste" means any dangerous and extremely hazardous waste, including substances composed of radioactive and hazardous components. A moderate risk waste is not a hazardous waste.

"Hazardous waste facility" means the contiguous land and structures, other appurtenances and improvements on the land used for recycling, storing, treating, incinerating or disposing of hazardous waste.

"Hazardous waste storage facility" means any designated zone facility which holds hazardous waste for a temporary period not to exceed five years; this does not include accumulation of hazardous waste by the generator on the site of generation, as long as the generator complies with the applicable requirements of WAC [173-303-200](#) and [173-303-201](#).

"Hazardous waste treatment facility" means any designated zone facility which processes hazardous waste by physical, chemical or biological means to make such waste nonhazardous or less hazardous, safer for transport, amenable for energy or material resource recovery, amenable for storage, or reduced in volume.

Hazardous Waste Treatment or Storage Facility, Off-Site. "Off-site hazardous waste treatment or storage facility" means any hazardous waste treatment or storage facility which treats or stores wastes that are generated off the site.

Hazardous Waste Treatment or Storage Facility, On-Site. "On-site hazardous waste treatment or storage facility" means any hazardous waste treatment or storage facility which treats or stores only those wastes that are generated on the site.

"Highest shade-producing point" means the point of a structure which casts the longest shadow at noon on December 21st.

"Home occupation" means an occupation carried on entirely within a residence by the occupants, which does not include storage or sale of stock in trade.

"Homeowners' association" means an incorporated, nonprofit organization operating under recorded land agreements through which (1) each lot owner is automatically a member; and (2) each lot is automatically subject to a charge for a proportionate share of the common property; and (3) a charge, if unpaid, becomes a lien against the property.

"Hostel" means a low cost hotel catering to the traveling public, consisting of large common sleeping rooms.

"Hotel or motel" means a building in which there are guest rooms where lodging with or without meals is provided for compensation, and where provision may or may not be made for cooking in any individual room or suite and in which building may be included one apartment for use of the resident manager. Not included in this definition are institutions housing persons under legal restraint or requiring medical attention or care.

"Impervious surface" means that hard surface area which either prevents or retards the entry of water into the soil mantle as it entered under natural conditions preexistent to development, or that hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions preexistent to development. Common impervious surfaces include but are not limited to rooftops, concrete or asphalt paving, paved walkways, patios, driveways, parking lots or storage areas, and oiled, macadam or other surfaces which similarly impede the natural infiltration of surface water.

"Improvements" means altering or modifying land and/or structures which results in added value to the property.

"Industrial user" means a nonresidential user of the public sewer which discharges a waste that is distinct from sanitary sewage, resulting in an industrial waste.

"Industrial waste" means any liquid, solid or gaseous material or combination thereof resulting from any process of industry, manufacturing, commercial, food processing, business, agriculture, trade or research, including, but not limited to, development, recovering or processing of natural resources and:

1. Has a concentration of biochemical oxygen demand (BOD) and suspended solids (SS) in excess of two hundred (200) milligrams per liter per average workday; or
2. Has a discharge containing cadmium, chromium, copper, lead, zinc, silver or similar toxic substances; or
3. Is found by the city, State Department of Ecology or United States Environmental Protection Agency to have a significant impact on the wastewater treatment system; or
4. Has a discharge flow of ten thousand (10,000) gallons or more per average workday.

"Interior court" means a space, open and unobstructed to the sky, located at or above grade level on a lot and bounded on three or more sides by walls of a building.

"JARPA" means the joint aquatic resource permits application, which must be completed whenever work is proposed in or near water.

"Judicial appeal" means an appeal to the Pacific County Superior Court of a decision made by the city council.

"Junkyard" means a place where waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, including auto and motor vehicle wrecking yards, house wrecking yards, used lumber yards and yards for use of salvaged house wrecking and structural steel materials and equipment.

"Kennel" means any fenced lot and/or structure on which four or more dogs or cats over six months of age are kept for breeding, sale, training, boarding or sporting purposes, or are cared for or kept for any purpose other than as a pet.

"Lake" means a natural or artificial body of water of two or more acres or where the deepest part of the basin at low water exceed two meters (six and six-tenths feet). Artificial bodies of water with a recirculation system approved by the public works director are not included in this definition.

"Landscaping" means vegetative cover including shrubs, trees, flowers, seeded lawn or sod, ivy and other similar plant material.

"Landslide hazard areas" means and includes areas potentially subject to landslides based upon the following combination of geologic, topographic and hydrologic factors:

1. Areas of historic failure;
2. Areas with all three of the following characteristics:
 - a. Slopes of twenty-five (25) percent gradient or greater,
 - b. Hillsides intersecting geologic contacts with a relatively permeable sediment overlaying a relatively impermeable sediment or bedrock, and
 - c. Springs or groundwater;
3. Slopes that are parallel or subparallel to planes or weak in subsurface materials;
4. Privately owned areas with slopes that have gradients greater than eighty (80) percent subject to rock fall during seismic shaking;
5. Areas potentially unstable as a result of rapid stream incision, stream bank erosion and undercutting by wave action;
6. Areas located in a canyon or an active alluvial fan presently or potentially subject to one percent or greater chance of inundation by debris flows or catastrophic flooding;
7. Areas with slope gradients of forty (40) percent or greater not composed of consolidated rock. These will be of at least ten (10) feet of vertical relief.

"Local access" means a street whose primary function is to provide direct access to adjoining properties and which serves a limited area only, usually a neighborhood.

“Lodging, Itinerant” means a hotel, motel or other facility engaged in the rental or provision of lodging for periods of thirty (30) days or less. Also refers to an actual facility for rent, including, but not limited to, bed and breakfast rooms, condominium hotel units, hotel rooms, motel rooms, RV spaces, camping spaces, timeshare units, and vacation rentals. All itinerant lodging is subject to the City’s transient occupancy tax, as required by Chapter 3.34. See also definitions of Bed and Breakfast, Guest Cottage (as applied to paying guests), Hotel or Motel, and Hostel. Contrast to “Long-Term Lodging” as defined herein.

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“Lodging, Long-Term” means a facility engaged in the rental or provision of lodging facilities for periods of thirty-one (31) days or more. Also refers to the actual facility for rent. Contrast to “Itinerant Lodging” as defined herein.

“Loop” means a street of limited length forming a loop, having a beginning and ending on the same street, having no other intersecting street, and having as its primary function the provision of direct access to adjoining properties.

“Lot” means a fractional part of divided lands having fixed boundaries, being of sufficient area and dimension to meet minimum zoning requirements for width and area and having frontage upon a street or alley. The term includes tracts and parcels.

“Lot area” means the total land space or area contained within the boundary lines of any lot, tract, or parcel of land, and may be expressed in square feet or acres.

Lot, Corner. “Corner lot” means a lot abutting upon two or more streets at their intersection, or upon two parts of the same street, such streets or parts of the same street forming an interior angle of less than one hundred thirty-five (135) degrees within the lot lines.

“Lot frontage” means the front of a lot shall be that portion nearest the street. The user of a corner lot has the option of determining which part of the lot fronting on a street shall become the lot frontage, but the entrance shall be in the front.

“Lot lines” means the property lines bounding the lot.

Lot Measurements.

1. Depth of a lot shall be considered to be the distance between the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

2. Width of a lot shall be considered to be the distance between the side lines connecting front and rear lot lines; provided, however, that width between side lot lines at their foremost points (where they intersect with the street line) shall not be less than eighty (80) percent of the required lot width, except in the case of lots on the turning circle of cul-de-sacs, where the eighty (80) percent requirement shall not apply.

"Lot of record" means a lot which is part of a subdivision recorded in the office of the county assessor, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot, Riverfront. "Riverfront lot" means any lot or land parcel which is adjacent to a riverfront road or a riverfront park.

Lot, Through. "Through lot" means a lot that has both ends fronting on a street. Either end may be considered the front.

"Lot width" means the distance between side lot lines measured at the regulatory/required front building line.

"Maintenance security" means a bond or other acceptable surety deposited by an applicant with the city to:

1. Cover the cost of replacing or repairing any or all required site improvements; and
2. To warrant against defects in labor and material, and against any damage or defects caused by construction activity on the site, for a period of two years from acceptance of improvements by the city.

"Major arterial" means, unless otherwise defined by the city's transportation plan, a street connecting two or more cities or communities, connecting two highways of equal or greater capacity, or serving as the primary access to a large land area. A major arterial may also serve a large traffic generator (e.g., an industrial area) and perform a secondary function of providing local access.

"Major nonconforming building or structure" means any nonconforming building or structure located on a parcel which at any point borders or is in a residential district and which is not in compliance with the minimum development standards of the district in which it is located.

"Manufactured home" means a single-family dwelling built after June 15, 1976, in accordance with the Department of Housing and Urban Development (HUD) Manufactured Home Construction and Safety Standards Act, which is a national, preemptive building ordinance.

"Manufactured home standards" means the manufactured home construction and safety standards as promulgated by the United States Department of Housing and Urban Development (HUD).

"Minor nonconforming building or structure" means any nonconforming building or structure which is not a major nonconforming structure and which is not in compliance with the minimum development standards of the district in which it is located.

"Mixed use building or structure" means a building that contains two or more separate and distinct uses permitted in the zoning district where such building is located.

"Mobilehome" means a factory-built dwelling built before June 15, 1976, to standards other than the HUD ordinance, and acceptable under applicable state ordinances in effect at the time of construction or introduction of the home into the state. Mobilehomes have not been built since introduction of the HUD Manufactured Home Construction and Safety Standards Act.

"Mobilehome park" means a parcel (or contiguous parcels) of land divided into two or more mobile or manufactured home lots for rent or sale.

"Moderate risk waste" means those wastes defined in WAC 173-303-040 as moderate risk wastes. This may include any waste that exhibits any of the properties of hazardous waste but is exempt from regulation under RCW Chapter 70.105 solely because the waste is generated in quantities below the threshold for regulation, and any household waste which is generated from the disposal of substances identified by the department of ecology as hazardous household substances.

"Modification" is a grant of relief from the strict requirements of this title which permits construction in a manner that would otherwise be prohibited by this title; a minimal relaxation or modification of the strict terms of this title as applied to specific property when, because of particular physical surroundings, shape or topographical condition of the property, compliance would result in practical difficulty; or a grant of relief from the strict requirements of this title due to a proposed project not being able to meet specifically identified comprehensive plan policies and objectives.

"Motel, hotel, motor hotel, and bed and breakfast" means a building or group of buildings comprising sleeping or living units for the accommodation of guests for compensation.

"Multifamily residence" means a building or portion of a building used or intended to be used as a home of three or more families living independently of each other and having separate kitchen facilities for each family.

"MUTCD" means the Manual of Uniform Traffic Control Devices for streets and highways as adopted by the Washington State Department of Transportation, current edition.

"Natural or native areas" means all or portions of a parcel of land undisturbed by development and maintained in a manner which preserves the indigenous plant materials.

"Neighborhood access" means a street whose primary function is to provide direct access to adjoining properties but which also provides for traffic circulation within and through a neighborhood.

"Neighboring property owners" means the people who own land adjacent to the subject lot, both inside and outside of city limits.

"Net acreage" means the buildable area after the area of street rights-of-way and easements has been subtracted.

"Noncommercial gardens" are gardens that are planted and cultivated for the production of fruits and vegetables. Noncommercial gardens also mean gardens that are planted with shrubs, trees, plants and grasses, and maintained for aesthetic purposes where no fee or charge is made for the public to enter the premises.

"Nonconforming building or nonconforming use or nonconforming lot" means a building, use, or lot lawfully existing on the date this title becomes effective, which does not conform with the regulations of the zoning district in which it is located.

"Nonconforming sign" means any sign which is not in full compliance with the regulations of the Ilwaco Municipal Code as amended.

"Nonconformity" means any land use, structure, lot of record or sign legally established prior to the effective date of this title or subsequent amendment to it which would not be permitted by or is not in full compliance with the regulations of this title.

"North-south lot dimension" means the average distance between lines from the corners of the northern lot line south to a line drawn east-west and intersecting the southernmost point of the lot.

"Nursery school or day care center" means a building or structure in which an agency, person or persons regularly provide care for a group of children for periods of less than twenty-four (24) hours a day. Nursery school or day care centers include family day care homes, out-of-home child mini-day-care centers and child day care centers regulated by the Washington State Department of Social and Health Services.

Nursing Home. See "Convalescent home."

"Occupancy" means the purpose for which a building is used or intended to be used. The term shall also include the building or room housing such use. Change of occupancy is not intended to include change of tenants or proprietors.

"Official map" means maps showing the designation, location and boundaries of the various districts which have been adopted and made a part of this title.

"Open green area" means landscaped areas and areas of natural or native vegetation.

"Open record hearing" means a hearing that creates the city's record through testimony and submission of evidence and information, under procedures prescribed by the city by ordinance or resolution. An open record hearing may be held prior to a local government's decision on a project permit to be known as an "open record predecision hearing." An open record hearing may be held on an appeal, to be known as an "open record appeal hearing," if no open record predecision hearing has been held on the project permit (RCW 36.70B.020(3)).

"Ordinary high-water mark," on the streams, marshes and swamps, means that mark that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation as that condition exists on the effective date of this title, or as it may naturally change thereafter; provided that in any area where the ordinary high-water mark cannot be found the ordinary high-water mark shall be the line of mean high water.

"Outside storage" means all or part of a lot which is used for the keeping of materials or products in an open, uncovered yard or in an unwallled building. Such materials shall not be for general public consumption or viewing. Such materials shall include tractors, backhoes, heavy equipment, construction materials and other similar items which detract from the appearance of the zone in which they are located.

"Overlay zone" means a set of zoning regulations which is applied to the map and subsequently imposed in addition to regulations of the underlying district. Developments within the overlay zone must conform to the requirements of both zones.

"Owner of property" means the fee simple owner of record as exists on Pacific County assessor records.

"Pacific County road standards" means the latest edition of the Pacific County road standards.

"Parking space" means an off-street space used to park a motor vehicle and having access to a public street or alley.

Parking, Temporary. "Temporary parking" means parking facilities specifically designed to accommodate vehicles and intended for public use for a period of not more than five days. Temporary parking shall not be in lieu of specified off-street parking as required in Chapter 15.46 pertaining to off-street parking and loading requirements.

"Pavement width" means paved area on shoulder type roads or paved surface between curb, thickened edge or gutter flow line; on all other roads as depicted on drawings contained in the Pacific County road standards.

"Performance standards" means regulations for the control of dangerous or objectionable elements.

"Permit-issuing authority" means the person or body that has the authority, according to this title, to issue the permit or approval in question.

"Person" includes firms, corporations, associations and agents of persons.

"Planned unit development" means a development built under those provisions of this title which permit departures from the conventional siting, setback and density requirements of other sections of this title in the interest of achieving superior site development, creating open space and encouraging imaginative design by permitting design flexibility.

"Planning commission" means the planning commission of the city of Ilwaco, Washington.

"Planning director" means a person designated by the mayor of the city to carry out all duties related to planning.

"Plat" means a map or representation of a subdivision, showing the division of a tract or parcel of land into lots, blocks, streets and alleys or other divisions and dedications.

Plat, Final. "Final plat" means the final drawing of the subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements set forth in this title.

Plat, Preliminary. "Preliminary plat" means a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements of a subdivision consistent with the requirements of this chapter. The preliminary plat is the basis for the approval or disapproval of the general layout of a subdivision.

Plat, Short. "Short plat" means the map or representation of a short subdivision.

"Pond" means an area permanently inundated by water in less than two acres in area as measured at the ordinary high water mark.

"Port master plan" means the plan developed by the port of Ilwaco that outlines future uses of port of Ilwaco property.

"Preempted facility" means any hazardous waste facility defined as a preempted facility in RCW 70.105.010 or in WAC Chapter 173-303. This may include any facility that includes as a significant part of its activities any of the following hazardous waste operations: (1) landfill; (2) incineration; (3) land treatment; (4) surface impoundment to be closed as a landfill; or (5) waste pile to be closed as a landfill.

"Principal use" means the primary use of land or a building, as distinguished from an accessory use.

"Private access tract" means a privately owned and maintained tract providing vehicular access to four or fewer residential or commercial properties.

"Private street" means a privately owned and maintained access provided for by a tract, easement, or other legal means, typically serving three or more potential dwelling units.

"Project permit or project permit application" means any land use or environmental permit or license required from the city for a project action, including, but not limited to building permits, subdivisions, binding site plans, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, and site-specific rezones authorized by a comprehensive plan (RCW 36.70B.020(4)); provided, that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this title.

"Public street" means a publicly owned facility providing access, including the roadway and all other improvements, inside the right-of-way.

"Ravine" means an area constituting a "young valley" which contains a major or minor creek. It includes the bottom land of the ravine and the ravine sidewalls to a point where the slopes are less than fifteen (15) percent.

"RCW" means the Revised Code of Washington.

"Rear yard" means an open unoccupied space extending across the full width or depth of the lot, between the building and the rear line of the lot.

Recreational Vehicle.

1. Recreational vehicles means motorized vehicles that include a cabin for living accommodations and are commonly used for recreational travel and touring. Vehicles included in this category come in several forms: travel trailers, tent trailers and camping trailers, all of which must be towed by a car or pickup truck; and truck campers, motor homes and camper vans, all of which have the motor within the body of the vehicle.
2. Recreational vehicles may also include any motorized or nonmotorized vehicle, boat, boat trailer or other vehicle to be used for recreational purposes.

"Recreational vehicle storage" means a piece of land or a structure dedicated to the storage of recreational vehicles.

"Reservation" means a method of holding land for future public use by dedicating public areas on a subdivision plat.

"Restricted use" means that the use is not allowed in a particular zoning district.

"Resubdivision" means the further division of a lot or lots within a subdivision previously approved and recorded.

"Revegetation" means the planting of vegetation to cover any land areas which have been disturbed during construction. This vegetation shall be maintained to ensure its survival and shall be consistent with planting requirements of the city landscape regulations.

"Rezone" means a change in zoning classification of an area from one use district to another.

"Right-of-way" means land, property or property interest (e.g., and easement), usually in a strip, acquired for or devoted to transportation purposes.

"Road" means a facility providing public or private access including the roadway and all other improvements inside the right-of-way. "Road" and "Street" will be considered interchangeable terms for the purpose of this title.

"Roadside" means the portion of an easement or right-of-way lying on either side of the roadway, including curbs, sidewalks and ditches.

"Roadside stand" means a temporary structure designed or used for the display or sale of agricultural products primarily produced on the premises upon which such a stand is located.

"Roadway" means pavement width plus any nonpaved shoulders.

"RV park" means a piece of land used for or dedicated to accommodating or housing recreational vehicles.

"Secondary arterial" means a public street connecting two or more roads of equal or greater classification, or connecting two or more communities. A secondary arterial may serve as an alternate route to higher classified road or a traffic generation of medium importance, and serves an additional function of land service.

"Seismic hazard areas" means and includes areas subject to severe risk of damage as a result of earthquake-induced ground shaking, slope failure, settlement, soil liquefaction or surface faulting.

"Service uses or activities" means a business which sells the knowledge or work of its people rather than a tangible product.

Setback, Average. "Average setback" means the mean or average depth of yard (setback) measured from the property line to the building. The average setback is computed along the full length of the property line, utilizing a designated property depth.

Shop, Thrift. "Thrift shop" means a business where items that were donated to charity are sold.

"Shopping center" means a retail shopping area designed as a unit, which utilizes a common parking area.

"Shoreline master program" means the most recent edition of the city of Ilwaco shoreline master program.

"Short subdivision" means a map of a short subdivision, together with written certificates, dedications where appropriate and data. Short plats are those that can be administratively approved in an expedited fashion by the planning director.

"Sidewalk" means a hard surfaced pedestrian access area adjacent to or within the right-of-way of a public road.

"Side yard" means an open, unoccupied space extending across the full width or depth of the lot, between the building and the side line of the lot.

"Sign" means any face of a structure or device for visual communication that is used to bring the subject to the attention of the public.

Sign, Abandoned. "Abandoned sign" means any sign which has been deserted and its effective use terminated, and which no longer fulfills the purpose for which it was constructed.

Sign, Advertising. "Advertising sign" means a sign which directs attention to a business, commodity or service or entertainment sold or offered elsewhere than on the premises and only incidentally on the premises.

"Sign area" means the entire area within a single continuous perimeter enclosing the extreme limits of a sign, but excluding any structural elements not forming an integral part of the display.

Sign, Business. "Business sign" means a sign which directs attention to a business, commodity, service or entertainment conducted, sold or offered on the premises.

Sign, Canopy. "Canopy sign" means a sign attached to the underside of a canopy.

Sign, Construction. "Construction sign" means a temporary sign placed in advance of occupancy of a building or structure indicating the name of the building or structure, the architects, the contractors and other information regarding the building or structure.

Sign, Directional or Informational. "Directional or informational sign" means a sign designated to guide or direct pedestrians or vehicles.

Sign, Flashing. "Flashing sign" means:

1. A lighted sign whose lights or part of whose lights go on and off intermittently;

2. An illuminated sign with action or motion, or light or color changes.

Sign, Freestanding. "Freestanding sign" means a sign standing directly upon the ground or having one or more supports standing directly upon the ground, and being detached from any building or structure.

Sign, Gate or Entrance. "Gate or entrance sign" means a sign attached or adjacent to an entranceway of a residential site or subdivision, which identifies the site or subdivision.

"Sign height" means the distance from ground level to the highest point on the sign structure.

Sign, Identification. "Identification sign" means a sign used only for the purpose of identifying the occupancy of a building, structure or property.

Sign, Illuminated. "Illuminated sign" means a sign designed to give forth any artificial light or reflect such light from an artificial source.

Sign, Indirectly Illuminated. "Indirectly illuminated sign" means an illuminated nonflashing sign whose illumination is derived entirely from an external artificial source and which is so arranged that no direct rays of light are projected from such artificial source into residences or the street.

Sign, Institutional. "Institutional sign" means a sign used only for the purpose of identifying an institution.

Sign, Off-Premises. "Off-premises sign" means a sign not located on or supported by a structure not located on the same premises as the business, product, service or activity being identified or advertised by such sign or an advertising sign.

Sign, On-Premises. "On-premises sign" means a sign identifying a business, product, service or activity conducted or sold on the same premises as that on which the sign is located.

Sign, Painted. "Painted sign" means a sign which is painted on any office, wall, window, fence or structure of any kind.

Sign, Political. "Political sign" means a sign advertising a candidate for political office or a measure scheduled for election.

Sign, Portable. "Portable sign" means a sign which is not permanently affixed to the ground or to a building or structure and which may be easily moved.

Sign, Projecting. "Projecting sign" means a sign affixed to the exterior wall of a building or structure with the exposed faces perpendicular to the plane of such wall.

Sign, Roof. "Roof sign" means a sign attached to a building which projects above the structure of the building. This definition refers to the architectural unity of a building or structure.

Sign, Rotating. "Rotating sign" means a sign containing moving parts.

Sign, Subdivision. "Subdivision sign" means a sign erected and maintained within the boundaries of a recorded subdivision and indicating the name of the subdivision, the name of the contractor or subdivider and the name of the owner or agent, and giving information regarding directions, price or terms.

Sign, Temporary. "Temporary sign" means a sign intended to advertise community or civic projects, real estate for sale or lease or other special events on a temporary basis.

Sign, Wall. "Wall sign" means a sign affixed to the exterior wall of a building or structure with the exposed face of the sign on a plane parallel to the plane of such wall.

Sign, Window. "Window sign" means a sign painted on, affixed to or placed in an exterior window with the exposed face of the sign on a plane parallel to the plane of such window.

"Single-family district" means a zoning district with any of the following designations: single-family residential R-1 and R-1S.

"Single-family dwelling" means a building designed or used for residential purposes by not more than one family and containing one dwelling unit only, including mobilehomes when not located in a mobilehome park and including condominium units subject to fee simple ownership, and excluding multiple-family dwellings, apartments and motels.

"Site coverage" means that portion of a lot covered by buildings or structures.

"Site plan" means a drawing of a proposed project drawn to scale.

"Site plan review" means the process which is intended to provide for the examination of site and building development proposals in any of the following circumstances: new construction in a commercially or industrially-zoned area; or expansion or remodel of any building or other structure in commercially or industrially-zoned areas by more than twenty (20) percent of its existing floor area, or overall size in cases where floor area is not applicable.

"Slope line" means the line perpendicular to the contour lines crossing the property. The precise bearing or heading of the slope line shall be determined by the planning director.

"Solid waste incinerator" means the processing of solid wastes by means of pyrolysis, refuse-derived fuel or mass incineration within an enclosed structure. These processes may include the recovery of energy resources from such waste or the conversion of the energy in such wastes to more useful forms or combinations thereof. This definition refers to citywide or regional-scale operations and does not include solid waste incineration which is accessory to an individual principal use.

"Special permit" means a permit issued for uses permitted in a district provided such use meets the standards as required for such use.

"Special provisions" means road construction requirements peculiar to a specific project and which are not otherwise thoroughly or satisfactorily detailed and set forth in the standard specifications.

"Special trees" means trees significant due to their size, age, species and variety, or historical importance.

"Stacking space" means the space specifically designated as a waiting area for vehicles whose occupants will be patronizing a drive-in business. Such space is considered to be located directly alongside a drive-in window, facility or entrance used by patrons and in lanes leading up to and away from the business establishment.

"Standard specifications" means those specifications adopted for street construction by the city.

"Story" means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement, cellar or unused underfloor space is more than six feet above grade for more than fifty (50) percent of the total perimeter or is more than twelve (12) feet above grade at any point, such basement, cellar or unused underfloor space shall be considered as a story.

"Street" means a public thoroughfare which affords the principal means of access to abutting properties.

"Structure" means a human-made object of any kind, which is built or constructed, or any piece of work built up or composed of parts joined together in some definite manner and affixed to the earth.

"Subdivider" means a person, including a corporate person, who undertakes to create a subdivision.

"Subdivision" means the division or redivision of land into five or more lots, tracts, parcels, sites or divisions for the purpose of sale, lease or transfer of ownership, except as provided under "short subdivision."

Subdivision, Short. "Short subdivision" means the division or redivision of land into four or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease or transfer of ownership.

"Survey discrepancy" means a boundary hiatus, an overlapping boundary, or a physical appurtenance which indicates encroachment, lines of possession or conflict of title.

"Temporary building" means a building or a structure that is proposed to be built or constructed and utilized for a period not to exceed three years from the date of issuance of occupancy permit by the city. The city council may extend the permit for a temporary building for another three years after conducting a public hearing on the proposal.

"Temporary retail sales" means a retail trade or service with a business license lasting thirty (30) days or less.

"Townhouse" means an attached one or two-family dwelling having no side yard and sharing a common wall with adjacent dwelling units.

Trade, Retail. "Retail trade" means the sale or rental of goods and merchandise for final use or consumption.

"Transitional housing" means a facility operated publicly or privately to provide housing for individuals or families who are otherwise homeless and have no other immediate living options available to them. Transitional housing shall not exceed an eighteen (18) month period per individual or family.

"Tree" means any living woody plant characterized by one main stem or trunk and many branches, and having a diameter of two inches or more measured at three feet above ground level.

"Undeveloped land" means a parcel of land which does not have an inhabitable building or where the inhabited buildings occupy no more than three percent of the total parcel area.

"Urban growth area" means that area designated by the city's comprehensive plan as the city's urban growth area.

"Use" means an activity for which land or premises or a building thereon is designed, arranged or intended, or for which it is occupied or maintained, let or leased.

Use, Change of. "Change of use" shall be determined to have occurred when it is found that the general character of the operation has been modified. This determination shall include review of but not be limited to: (1) hours of operation; (2) materials processed or sold; (3) required parking; (4) traffic generation; (5) impact on public utilities; (6) clientele; and (7) general appearance and location.

"Use district" means an area or district specifically designated so as to group similar and compatible uses together.

Use, Temporary. "Temporary use" means any activity or structure permitted under the provisions of Sections 15.26.080, 15.27.090, 15.28.080, 15.29.090, 15.30.080 and 15.31.070 which is intended to exist or operate for a limited period of time and which does not comply with the development standards and requirements set out in this title as specified for the zoning district in which it is located.

"Vacation Rental" means the use of a dwelling unit as itinerant lodging. See also definition of "Itinerant Lodging."

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"Variance" means a waiver of one or more specific physical (rather than use) standards (such as bulk, yard or site coverage) due to the existence of a special condition or hardship that is peculiar to the land, structure or building involved, not created by the property owner. A variance cannot result in a property owner receiving a special privilege.

Vegetation, Shading. "Shading vegetation" means vegetation planted on the south side of a major creek that generally provides shade from mid-morning to mid-afternoon. Examples of shading vegetation are specified in Chapter 15.47 pertaining to landscaping.

"Vegetative aid" means bark mulch, gravel and other nonvegetative materials which promote vegetative growth by retaining moisture or preventing weeds. These materials are not a substitute for vegetative cover.

"Veterinary clinic" means any premises to which animals are brought, or where they are temporarily kept, solely for the purpose of diagnosis or treatment of any illness or injury, which does not have outdoor runs.

"Veterinary hospital" means any premises to which animals are brought, or where they are temporarily kept, solely for the purpose of diagnosis or treatment of any illness or injury, which may have outdoor runs.

"View" means an unrestricted angle of vision.

"WAC" means Washington Administrative Code.

"Walkway" means a pedestrian access which is within the building side envelope, total building complex or between lots, but not adjacent to or within the right-of-way of a public street.

"Yard" means the land unoccupied or unobstructed, from the ground upward, except for such encroachments as may be permitted by this title, surrounding a building site.

Yard, Front. "Front yard" means an open space, other than a court, on the same lot with the building, between the front line of the building (exclusive of steps) and the front property line, including the full width of the lot to its side line.

Yard, Rear. "Rear yard" means an open space on the same lot with the building between the rear line of the building (exclusive of steps, porches and accessory buildings) and the rear line of the lot, including the full width of the lot to its side lines.

Yard, side. "Side yard" means an open space on the same lot with the building between the side wall line of the lot and extending from front yard to rear yard. No portion of a structure shall project into any side yard, except cornices, canopies, eaves or other architectural features, which may project two feet, zero inches.

"Zone" means the land area designated in the zoning code and on the zoning map for a specific type of development.

"Zoning" means the regulation of the use of private lands or the manner of construction related thereto in the interest of achieving a comprehensive plan of development. Such regulation shall also govern those public and quasi-public land use and buildings which provide for proprietary type services for the community's benefit as contrasted with governmental activities. Governmental activities are encouraged to cooperate under these regulations to secure harmonious city development.

"Zoning lot" means a tract of land occupied or to be occupied by a principal building and its accessory facilities, together with such open spaces and yards as are required under the provisions of this title, having not less than the minimum area required by this title for a zoning purpose in the district in which such land is situated, and having its principal frontage on a public street of standard width and improvement. A zoning lot need not necessarily coincide with the record lot, which refers to land

designated as a separate and distinct parcel on a legally recorded subdivision plat or in a legally recorded deed filed in the records of the county.

"Zoning permit" means a certificate, issued prior to a building permit, stating that the proposed use is in accordance with the requirements and standards of this title.

Section 2. Section 2 of Ordinance 791 (2011), codified as Section 15.29.045 of the Ilwaco Municipal Code, is hereby repealed.

Section 3. A new Chapter 15.41 of the Ilwaco Municipal Code is hereby created, entitled Vacation Rentals

Vacation Rentals.

15.41.010 Purpose.

The purpose of this subsection is to establish regulations for the siting and operation of vacation rentals in all zoning districts.

15.41.020 General Standards.

A. Vacation rentals are allowed as a primary permitted use within the following zoning districts: R-3, R-4, R-5, C-1, C-2, and M-1. Preexisting conditional use permits for vacation rentals in these zones shall be considered to be superseded by and shall henceforth be governed by these regulations.

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B. Vacation rentals are expressly prohibited within the R-1 and R-2 zoning districts and are not subject to allowance via conditional use permit in these zones as otherwise authorized under Section 15.44.010.B. Preexisting conditional use permits for vacation rentals in these zones shall be considered to be nonconforming uses governed by Section 15.54.010 and shall be bound to the operating conditions set forth by the conditional use permit. If a vacation rental operating under a preexisting conditional use permit is no longer compliant with the permit conditions, it will no longer be deemed nonconforming and must be discontinued.

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C. Vacation rentals located within the C-1 and C-2 zoning districts shall not be located on the ground floor of a structure.

D. One (1) off-street parking space shall be provided for each bedroom in the dwelling unit, but in no event shall fewer than two (2) spaces be provided. This standard does not apply within the C-1 zoning district.

E. The vacation rental unit shall meet all applicable requirements of the zoning district in which it is sited, including but not limited to setbacks; maximum height; lot coverage

standards; and requirements for signs, landscaping, and nonpermanent equipment.

15.41.030 Conditions.

A. The maximum number of occupants shall not exceed two (2) persons over the age of two (2) per bedroom plus an additional two (2) persons per occupancy. Occupancy of a dwelling shall not exceed twelve (12) persons.

B. A City business license is required per Chapter 5.04 , and all Transient Occupancy Tax (Chapter 3.24), Sales and Use Tax (Chapter 3.16), and Business and Occupation Tax (Chapter 3.18) provisions apply.

C. Weekly solid waste collection shall be provided during all months that the dwelling unit is used for short-term rental occupancy. Weekly/monthly solid waste collection shall not be considered "yellow bag" or as-needed service, but ongoing weekly/monthly solid waste service even when the unit might be unoccupied.

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D. Where a provision of this section conflicts with a provision of a lawful and recorded restrictive covenant, the more restrictive provision shall apply.

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E. An informational sign must be posted conspicuously inside the ~~short-term rental dwelling unit~~vacation rental, together with a copy of the property owner's business license, to provide information on the maximum occupancy; location of off-street parking; contact information for the property owner or local representative; evacuation routes; and the renter's responsibility not to trespass on private property, not to litter, and not to create a noise disturbance. The owner must maintain an operating "land line" telephone for emergency notifications, along with a battery-powered and operable National Oceanic and Atmospheric Administration Weather Alert radio. The owner of the vacation rental must also provide 24-hour contact information directly to the owners of any property located within 100 feet of the vacation rental.

Section 4. Section 15.44.020 Land Use Table is amended as follows.

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Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Amusement	-	-	-	-	-	-	-	-	-	-
Bowling alley	-	-	-	A	A	-	-	A	-	-
Firing range (indoor)	-	-	-	A	A	-	-	A	-	-
Game, card rooms, video games	-	-	-	A	A	A	-	A	-	-
Gyms, exercise facilities, spas, health clubs	-	-	-	A	A	A	-	A	-	-
Golf course	-	-	-	A	A	-	-	-	-	-

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Community Services	-	-	-	-	-	-	-	-	-	-
Bus stop shelter	A	A	A	A	A	A	A	A	A	A
Churches, temples, synagogues	-	-	A	A	A	A	-	A	-	-
Community arts center	-	-	-	A	-	-	-	A	-	-
Community center, meeting hall, fraternal organization, clubs, youth clubs	-	-	-	A	-	A	-	A	-	-
Conference/meeting facilities	-	-	-	A	A	A	-	A	-	-

Convalescent or nursing home	-	-	-	-	-	-	-	A	-	-
Hospital	-	-	-	A	-	-	-	A	-	-
Preschool facilities	-	-	-	-	-	-	-	A	-	-
Fire stations	A	A	A	A	A	A	A	A	A	-
Library, Public	-	-	-	-	-	-	-	A	-	-
Museum, Nonprofit	-	-	-	A	-	-	A	A	-	-
Museum, For-profit	-	-	-	A	A	-	-	A	-	-
Art galleries	-	-	-	A	A	A	A	A	-	-
Parks	A	A	A	A	A	A	A	A	A	A
Police stations (without detention facilities)	-	-	-	-	-	-	A	A	-	-
Police stations (with detention facilities)	-	-	-	-	-	-	-	A	-	-
Schools, Public	A	A	A	A	A	A	-	A	-	-
Vocational school	-	-	-	-	-	-	-	A	-	-
Public swimming pools	-	-	-	A	-	A	-	A	-	A
Theaters and auditoriums	-	-	-	A	A	A	-	A	-	-
Exhibit halls	-	-	-	A	A	A	-	A	-	-
Mortuary, without crematorium	-	-	-	-	-	-	-	A	-	-

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Manufacturing	-	-	-	-	-	-	-	-	-	-
Automobile wrecking	-	-	-	-	-	-	-	-	-	-
Sawmilling	-	-	-	-	-	-	-	-	A	-
Log/chip storage	-	-	-	-	-	-	-	-	A	-
Food/seafood processing	-	-	-	-	-	-	-	A	A	-
Boat building/repair	-	-	-	-	-	-	-	A	A	-
Canoe and kayak building	-	-	-	-	-	-	-	A	A	-
Furniture manufacture	-	-	-	-	-	-	-	A	A	-

Prefabricated housing	-	-	-	-	-	-	-	-	A	A	-
Cabinetry shop	-	-	-	-	-	-	-	-	A	A	-
Welding, sheet metal and machine shops	-	-	-	-	-	-	-	-	A	A	-
Other light manufacturing on a case-by-case basis	-	-	-	-	-	-	-	-	-	A	-

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Parking	-	-	-	-	-	-	-	-	-	-
Commercial (pay for use) parking lots	-	-	-	-	-	A	A	A	A	-
Public garage	-	-	-	-	-	-	A	A	A	-
Public parking lots	-	-	-	A	-	A	A	A	A	-

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Residential	-	-	-	-	-	-	-	-	-	-
Accessory structures (e.g., garage)	A	A	A	A	A	-	-	A	-	-
Adult family home	A	A	A	A	A	-	-	A	-	-
Assisted living facility	-	-	-	A	-	-	-	-	-	-
Condominium	-	-	A	A	A	-	-	A	-	-
Duplexes	-	-	A	A	A	-	-	A	-	-
Family daycare provider	A	A	A	A	A	-	-	A	-	-
Group home	A	A	A	A	A	-	-	-	-	-
Home occupations	A	A	A	A	A	-	A	A	-	-
Keeping of chickens for noncommercial, personal use	A	A	A	-	-	-	-	-	-	-
Multifamily residences/apartments	-	-	A	A	A	-	-	A	-	-

Residences above groundfloor commercial	-	-	-	A	A	-	A	A	-	-
Residential on groundfloor in commercial building	-	-	-	A	A	-	-	A	-	-
Single-family residence	A	A	A	A	A	-	-	A	-	-
Townhouse	-	-	A	A	A	-	-	A	-	-
Used manufactured home	-	A	-	-	-	-	-	-	-	-
Manufactured home	AE	AE	AE	-	AE	-	-	-	-	-
Short-term rental of dwelling units	-	-	-	A	-	-	-	-	-	-
Vacation Rentals	A	A	A	A	A	A	A	A	A	A
Planned unit and cluster developments	-	-	-	A	-	-	-	-	-	-

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Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Retail Trade and Services	-	-	-	-	-	-	-	-	-	-
Adult entertainment business	-	-	-	-	-	-	-	-	A	-
Animal clinic/hospital	-	-	-	-	-	-	-	A	-	-
Antique shop	-	-	-	A	-	-	A	A	A	-
Appliance stores	-	-	-	-	-	-	A	A	-	-
Auto maintenance/repair shops	-	-	-	-	-	-	-	A	A	-
Auto paint/body shop	-	-	-	-	-	-	-	A	A	-
Auto parts and accessories	-	-	-	-	-	-	A	A	-	-
Auto sales, new or used	-	-	-	-	-	-	-	A	-	-
Bakery, retail	-	-	-	A	-	-	A	A	-	-
Bakery, wholesale with retail	-	-	-	-	-	-	A	A	-	-

<u>Bakery, wholesale only</u>	-	-	-	-	-	-	-	A	A	-
<u>Bar, tavern, micro-brewery with retail</u>	-	-	-	A	-	-	A	A	-	-
<u>Beauty parlor/barber shop/personal service</u>	-	-	-	A	A	A	A	A	-	-
<u>Bed and breakfast establishment</u>	-	-	-	-	-	-	-	A	-	-
<u>Boat accessories</u>	-	-	-	-	-	-	A	A	A	-
<u>Books, stationary, office supplies</u>	-	-	-	A	-	-	A	A	-	-
<u>Building materials (if housed), hardware store</u>	-	-	-	-	-	-	A	A	A	-
<u>Camera and photography supply store, photo studio</u>	-	-	-	A	A	-	A	A	-	-
<u>Campground</u>	-	-	-	-	A	A	-	-	-	-
<u>Canoe and kayak rentals, service, and supplies</u>	-	-	-	A	A	-	A	A	A	-
<u>Car wash</u>	-	-	-	-	-	-	-	A	A	-
<u>Clothing store</u>	-	-	-	A	A	-	A	A	-	-
<u>Computer, electronic store</u>	-	-	-	-	-	-	A	A	-	-
<u>Convenience store</u>	-	-	-	A	A	-	A	A	A	-
<u>Delicatessen, specialty food store</u>	-	-	-	A	A	-	A	A	A	-
<u>Department store (in excess of 15,000 square feet)</u>	-	-	-	-	-	-	A	A	-	-
<u>Drive-in restaurant</u>	-	-	-	-	-	-	-	A	-	-
<u>Drive-in windows appurtenant to allowed use</u>	-	-	-	-	-	-	-	A	-	-

Dry-cleaning processing	-	-	-	-	-	-	-	A	A	-
Employment agency	-	-	-	-	-	-	A	A	-	-
Fabric store	-	-	-	-	-	-	A	A	-	-
Farm supplies	-	-	-	-	-	-	A	A	A	-
Farmers' Market	-	-	-	-	-	-	A	A	-	-
Financial institution	-	-	-	-	-	-	A	A	-	-
Florist	-	-	-	A	A	-	A	A	-	-
Furniture manufacturing with retail outlet	-	-	-	-	-	-	A	A	A	-
Furniture store	-	-	-	-	-	-	A	A	-	-
Grocery store, small (1,001 —5,000 square feet)	-	-	-	A	-	-	A	A	-	-
Grocery store, large (over 5,000 square feet)	-	-	-	-	-	-	A	A	-	-
Heating/plumbing equipment (if housed inside building)	-	-	-	-	-	-	A	A	A	-
Hotel/motel/hostel	-	-	-	A	A	-	A	A	-	-
Insurance agency	-	-	-	-	-	-	A	A	-	-
Jewelry, watch sales/repair	-	-	-	A	A	-	A	A	-	-
Laundromat and/or dry-cleaning drop-off only	-	-	-	A	A	A	A	A	A	-
Liquor store	-	-	-	-	-	-	A	A	-	-
Locksmith	-	-	-	-	-	-	A	A	-	-
Lumberyards (fenced)	-	-	-	-	-	-	-	A	A	-
Medical/dental offices	-	-	-	-	-	-	A	A	-	-
Medical/dental clinics	-	-	-	-	-	-	A	A	-	-
Mini-storage	-	-	-	-	A	A	-	A	A	-
Novelty/gift shops	-	-	-	A	A	A	A	A	-	-

Offices, business or professional	-	-	-	A	-	-	A	A	-	-
Paint, glass, wallpaper sales and decorating	-	-	-	-	-	-	A	A	-	-
Park store	-	-	-	-	-	A	-	-	-	-
Pawn shop	-	-	-	-	-	-	-	A	-	-
Pet store	-	-	-	-	-	-	A	A	-	-
Pharmacy	-	-	-	-	-	-	A	A	-	-
Printing establishment/copy center (service only)	-	-	-	-	-	-	A	A	-	-
Printing establishments and newspaper printing	-	-	-	-	-	-	A	A	A	-
Recycling drop-off station— public	-	-	-	-	-	-	-	-	-	-
(enclosed containers only)	-	-	-	A	A	A	-	A	A	-
Rental — truck, auto	-	-	-	-	-	-	-	A	-	-
Repairs — small appliances, business machines	-	-	-	-	-	-	A	A	A	-
Repairs — upholstery, furniture	-	-	-	-	-	-	A	A	A	-
Restaurants, cafes, and similar establishments (with or without bar)	-	-	-	A	A	A	A	A	-	-
Retail shops for custom work without chemical processes	-	-	-	-	-	-	A	A	A	-
Retail shops for custom work with chemical processes	-	-	-	-	-	-	-	-	A	-
RV park	-	-	-	A	-	A	-	-	-	-

Seafood market	-	-	-	A	-	-	A	A	A	-
Second hand shop	-	-	-	-	-	-	A	A	A	-
Service station	-	-	-	-	-	-	-	A	A	-
Shoe repair or shoe shine	-	-	-	A	A	-	A	A	-	-
Sports equipment—	-	-	-	-	-	-	-	-	-	-
sales and rentals	-	-	-	A	A	A	A	A	-	-
Storage (rental for personal/commercial use) above first floor	-	-	-	-	-	-	-	A	A	-
Studios (artists/craftspeople)	-	-	-	A	A	-	A	A	A	-
Tailors	-	-	-	-	-	-	A	A	-	-
Telephone exchanges	-	-	-	-	-	-	-	A	-	-
Telegraph offices	-	-	-	-	-	-	A	A	-	-
Thrift shops	-	-	-	-	-	-	-	A	-	-
Tire repair shops (with enclosed storage area)	-	-	-	-	-	-	-	A	A	-
Toy, hobby/crafts/art supplies and variety shops	-	-	-	A	-	-	A	A	-	-
Vacation Rentals	-	-	-	A	A	A	A	A	A	-
Vendor carts for food, drink or special occasion retail sales	-	-	-	A	-	A	A	A	A	-
Video rentals	-	-	-	A	-	A	A	A	-	-

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Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Transportation	-	-	-	-	-	-	-	-	-	-
Bus passenger terminals, without storage or maintenance facilities	-	-	-	-	-	-	-	A	A	-

Taxi terminals, dispatch centers (without maintenance facilities)	-	-	-	-	-	-	-	-	A	-	-
School bus garage, not adjacent to school	-	-	-	-	-	-	-	-	A	-	-
School bus garage, adjacent to school	A	-	-	-	-	-	-	-	A	-	-

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Utilities	-	-	-	-	-	-	-	-	-	-
Utility service substations (must be landscaped and screened from any adjacent residential use)	-	-	-	-	A	A	-	A	A	-
Public road/utility shops	-	-	-	-	-	-	-	A	A	-

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Wholesale Trade and Storage	-	-	-	-	-	-	-	-	-	-
Warehouses for storage	-	-	-	-	-	A	-	A	A	-
Wholesale distribution center (housed within buildings)	-	-	-	-	-	-	-	A	A	-

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Essential Public Facilities	-	-	-	-	-	-	-	-	-	-
Type One	-	-	-	-	-	-	-	-	-	-
Regional transportation facility (e.g., airports)	-	-	-	-	-	-	-	-	A	-
State correctional facilities	-	-	-	-	-	-	-	-	A	-

State or regional educational facility	-	-	-	-	-	-	-	A	-	-
Type Two	-	-	-	-	-	-	-	-	-	-
County jails	-	-	-	-	-	-	-	A	-	-
Regional solid waste handling facilities	-	-	-	-	-	-	-	-	A	-
Community colleges	-	-	-	-	-	-	-	A	A	-
Sewage treatment facilities	-	-	-	-	-	-	A	A	-	-
Communication towers and antennas	-	-	-	-	-	-	-	A	-	-

Section 5. 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 6. 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 _____, 2016.

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, Deputy City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Fornier	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year

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**CITY OF ILWACO
ORDINANCE NO. 791**

AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING ILWACO MUNICIPAL CODE CHAPTER 15.29, R-3 RESORT DISTRICT, AND CHAPTER 15.44.020, LAND USE TABLE, TO DEFINE RESORT USES TO INCLUDE SHORT-TERM RENTALS OF DWELLING UNITS, PLANNED UNIT DEVELOPMENTS AND CLUSTER DEVELOPMENTS AS ALLOWED USES AND ESTABLISH STANDARDS AND CONDITIONS CONSISTENT WITH THE CURRENT REQUIREMENTS FOR THE ZONING DISTRICT.

WHEREAS, short-term rentals (less than 30 days) of dwelling units, planned unit developments and cluster developments are consistent with the intent of the R-3 district to provide for a combination of resort and residential district to promote the mix of residential and recreation and tourism industries; and

WHEREAS, “resort uses” is currently referenced in Chapter 15:29; R-3 Resort District, of the Ilwaco Municipal Code, but it is not defined; and

WHEREAS, the term “resort” in common usage generally includes vacation rentals, planned unit developments and cluster developments, and it is the desire of the City Council to amend Chapter 15.29 to define the existing term “resort uses” to specifically include short-term rentals of dwelling units, planned unit developments and cluster developments; and

WHEREAS, it is the desire of the City Council to amend Chapter 15.44.020, Land Use Table, of the Ilwaco Municipal Code to allow short-term rentals of dwelling units, planned unit developments and cluster developments outright in the R-3 Resort District; and

WHEREAS, on October 10, 2011, a public hearing was held at the regular Ilwaco City Council meeting, and on November 15, 2011, the Ilwaco Planning Commission recommended adoption of this Ordinance.

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

Section 1. Section 15.29.040, Lot area requirements, is amended to read as follows:

15.29.040 Lot area requirements.

A. For single-family residences, minimum lot size is six thousand (6,000) square feet, provided, however, a minimum lot size of three thousand (3,000) square feet is permitted for planned unit and cluster developments, as defined in Section 15.29.047, that dedicate (deed restrict) land area for common use sufficient to result in an average lot size within the plat plus the common area to equal six thousand (6,000) square feet per platted lot.

B. For ~~duplexes~~ multi-family residences, minimum lot size is seven thousand (7,000) square feet for two units, plus one thousand (1,000) square feet for each additional unit. The resulting minimum lot size is the required parcel size divided by the number of units.

C. For ~~condominiums,~~ motels and hotels, minimum lot size is six thousand (6,000) square feet for the first dwelling unit plus:

1. One thousand (1,000) square feet for each additional ground floor dwelling unit; and
2. Five hundred (500) square feet for each additional dwelling unit above ground floor.

D. For commercial uses, the minimum lot size is six thousand (6,000) square feet, provided, however, a minimum lot size of three thousand (3,000) square feet is permitted for planned unit and cluster developments, as defined in Section 15.29.047, that dedicate (deed restrict) land area for common use sufficient to result in an average lot size within the plat plus the common area to equal six thousand (6,000) square feet per platted lot.

E. ~~For resort uses, there is no minimum lot size. (Ord. 627 (part), 1999)~~

Section 2. Section 15.29.045, Short-term rentals of dwelling units, is added to read as follows:

15.29.045 Short-term rental of dwelling units

A. Definitions

“Short-term rental” is defined as the use of a dwelling unit, for remuneration, for a period of less than 30 calendar days, counting portions of days as full days.

B. Standards

1. One off-street parking space shall be provided for each bedroom in the dwelling unit, but in no event shall fewer than two spaces be provided.

2. The short-term rental dwelling unit shall meet all applicable requirements of the R-3 Resort District zone, including but not limited to setbacks, maximum height, lot coverage standards and requirements on signs, landscaping and non-permanent equipment.

C. Conditions

1. The maximum number of occupants shall not exceed three persons (over the age of three) per bedroom. Occupancy of a dwelling shall not exceed twelve persons.

2. A city business license is required per Chapter 15.04, and all Transient Occupancy Tax (Chapter 3.24), Sales and Use Tax (Chapter 3.11) and Business and Occupation Tax (Chapter 3.18) provisions apply.

3. Weekly solid waste collection shall be provided during all months that the dwelling unit is used for short-term rental occupancy.

4. Where a provision of the IMC 15.29.045 conflicts with a provision of a lawful and recorded restrictive covenant, the more restrictive provision shall apply.

5. An informational sign shall be posted conspicuously inside the short-term rental dwelling unit, together with a copy of the property owner’s business license, to provide information on the maximum occupancy, location of off-street parking, contact information for the property owner or local representative, evacuation routes and the renter’s responsibility not to trespass on private property, not to litter and not to create a noise disturbance.

Section 3. Section 15.29.047, Planned unit and cluster developments, is added to read as follows:

15.29.047 Planned unit and cluster developments

A. Definitions

1. “Planned unit development” (PUD) is defined as a development that adheres to the general intent of the underlying code while allowing variations from specific standards regarding lot sizes and dimensions, setbacks, access and parking to accommodate commercial businesses and community buildings as accessory uses that serve the residential neighborhoods within the development. Integral to the PUD is commonly owned open space areas that preserve large areas of open land and protect environmentally sensitive areas, provide passive recreational areas, buffer adjacent properties and contain neighborhood utility facilities that serve the development. The PUD promotes the concept of environmental, social and economic sustainability through unique design elements that preserve critical areas in common ownership tracts, reduce impervious areas through dense clustering of development and narrow streets, create dedicated trail systems for improved pedestrian circulation and passive recreation, reduce vehicular traffic via mixed neighborhood commercial use within walkable residential areas and improve sense of community with planned community buildings.

2. “Cluster development” is defined as a development that adheres to the general intent of the underlying code while allowing variations from specific standards regarding lot sizes and dimensions, setbacks, access and parking to accommodate houses sited on smaller parcels of land, while the additional land that would have been allocated to individual lots is converted to common shared open space for the development’s residents. Integral to cluster developments are commonly owned open space areas that preserve large areas of open land and protect environmentally sensitive areas while permitting residential development at the underlying densities in a manner that reduces the perceived intensity of development and provides privacy to existing homes.

3. “Improved recreational facilities” is defined as open, outdoor areas developed specifically for sport or recreation, i.e. tennis and basketball courts, swimming pools, docks, non-motorized trails, golf courses, putting greens, viewpoints and sports fields.

B. Standards

1. The minimum acreage required for a planned unit or cluster development is one (1) acre.

2. To compensate for decreased lot sizes, planned unit or cluster developments shall set aside common open space that adheres to the conditions specified in Section 15.29.047.C.

3. The minimum front yard requirements for planned unit and cluster developments may be modified or eliminated. All other yard requirements, including side, rear and building heights must be adhered to as specified in Sections 15.29.060 and 15.29.070.

C. Conditions

Common open space requirements are as follows:

1. The common open spaces may be either naturally vegetated, water features (i.e. ponds, lakes), landscaped or improved recreational facilities. However, no greater than 50 percent of the required common open space shall be natural vegetation, naturally occurring water features (i.e. ponds, lakes, creeks, streams) or slopes greater than 30 percent.

2. A permanent legally enforceable provision for the retention and maintenance of the open space shall be provided. Such provision shall determine maintenance responsibilities and a financial plan for their payment. If necessary, the city may create a local improvement district that taxes homeowners in the development in order to enforce Section 15.29.047.C.

Section 4. Chapter 15.44.20, Land use table, is amended to read as follows:

15.44.020 Land use table

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Residential										
<u>Short-term rental of dwelling units</u>				<u>A</u>						
<u>Planned unit and cluster developments</u>				<u>A</u>						

Section 5. 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 6. Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 29TH DAY OF NOVEMBER, 2011.

Mike Cassinelli, Mayor

ATTEST:

PJ Kezele, Deputy City Clerk

VOTE	Jensen		Marshall	Smith	Forner	Cassinelli
Ayes	x		x	x		
Nays						
Abstentions						
Absent						

PUBLISHED:
EFFECTIVE:

Local Government Catching Up with Airbnb and Other Short-Term Transient Rental Businesses

February 12, 2016 by [Steve Butler \(/Home/Stay-Informed/MRSC-Insight.aspx?aid=147\)](#)

Category:



[Airbnb \(https://www.airbnb.com/\)](https://www.airbnb.com/) and other short-term transient rental websites, such as [HomeAway \(https://www.homeaway.com/\)](https://www.homeaway.com/) and [FlipKey \(https://www.flipkey.com/\)](https://www.flipkey.com/), seem to be in the news on a daily basis. Depending upon your perspective, these commercial enterprises can be many things: shining examples of the “sharing economy,” unwelcome intruders into established residential neighborhoods, ways for

homeowners to help pay their monthly mortgages, businesses skirting their local financial and regulatory obligations, and the list goes on. Regardless of your feelings, it is probably time to consider whether your community needs to establish or update its short-term transient rental regulations.

Some local governments have focused their zoning regulations on more traditional travel accommodations, like hotels/motels, and tried to prohibit short-term rentals altogether, but such bans have met with limited success. So, if a community wants to adopt standards to regulate short-term transient rentals, where should it start? I would advise that local governments begin by identifying what issue(s) they want to address. Is it:

1. Lack of lodging and sales tax collection on these short-term rental stays;
2. Unregulated traffic, parking, and noise impacts on the surrounding neighborhood; and/or
3. Non-compliance with life/safety standards that are commonly applied to other types of lodging establishments (such as hotels, motels, and bed-and-breakfasts)?

Tax Collection

Even though [Airbnb has started collecting all applicable sales and lodging-related taxes in Washington State \(http://publicpolicy.airbnb.com/paying-fair-share-washington-state/\)](http://publicpolicy.airbnb.com/paying-fair-share-washington-state/) (as of October 15, 2015), there are many other short-term rental websites that leave it up to state and local government to try and collect those taxes. If a primary goal is to collect a lodging tax, a logical first step is to [adopt a local lodging tax](#)

([http://mrsc.org/Home/Explore-Topics/Finance/Revenues/Lodging-Tax-\(Hotel-Motel-Tax\).aspx](http://mrsc.org/Home/Explore-Topics/Finance/Revenues/Lodging-Tax-(Hotel-Motel-Tax).aspx)), if you don't already have one. Once in place, a municipality should then provide clear information to short-term rental unit owners about payment of applicable fees and lodging taxes, and may want to follow [Portland's lead by setting up a low-cost licensing program](#) (<https://www.portlandoregon.gov/bds/65603>).

The benefits of a user-friendly, low-cost licensing/permitting program extend beyond just collection of lodging taxes. Such a program will also likely encourage more short-term transient rental owners to register their units, so that a local government will be knowledgeable of their locations and assured that the owners are aware of all local requirements.

Neighborhood Impacts

In the ideal world, short-term transient rental guests would be well behaved and nearby residents would not even realize that those occasional visitors weren't just friends visiting their neighbors; this situation is likely the case for the vast majority of short-term rental experiences. If you are a local government and don't want to rely on a "best case" scenario, however, you should review and update your local regulations, so that it is clear how short-term rentals are defined, where they can be located, and what rules need to be followed by guests and owners. [Palm Desert, California's Short Term Rental regulations](#) (<http://www.cityofpalmdesert.org/Index.aspx?page=712>) provide a good example - they have a low-cost licensing program, specify the on-site parking requirement, and point out the local noise regulations, among other things. [New Orleans defines and regulates short term rentals as "bed and breakfasts."](#) (<http://www.nola.gov/short-term-rentals/>) which means that owners need to occupy part of the residential structure they are renting out, making it easier for them to monitor guests' behavior.

It is also important to consider the impact of short term rentals not just on immediate neighbors, but on the neighborhood as a whole. To avoid an over-concentration or "clustering" of short-term transient rentals in a specific neighborhood, [Durango, Colorado established a program](#) (<http://www.durangogov.org/index.aspx?NID=800>) that currently limits such rentals to only one rental per "street segment" within specified zones and caps the total number within those zones. [Austin, Texas has a cap](#) (<http://www.austintexas.gov/str>) on the number of non-owner-occupied and multi-family/commercial short-term rentals allowed per census tract.

Safety

In most communities, lodging establishments must meet stricter life/safety standards than those required of single-family residences. Public safety is a major issue for Portland, so their [Accessory Short-Term Rental \(ASTR\) program](#) (<http://www.portlandoregon.gov/bps/article/515687>) requires initial and follow-up inspections (which are covered by the permit fees) that check for adequate egress to the rentable sleeping rooms, smoke detectors, and even carbon monoxide detectors in some cases (Portland's ASTR adopted regulations may be found [here](#) (<https://www.portlandonline.com/auditor/index.cfm?c=28197&a=501886>)).

Enforcement

A major challenge in regulating short-term rentals will be on the enforcement side. A well-crafted set of regulations that spell out a community's expectations may be important, but there also needs to be effective methods for enforcing those standards. Enforcement will likely be difficult, however, because most short-term transient rentals are in residential neighborhoods and not as visually noticeable as a hotel or motel located in a commercial zone. Reacting to citizens' complaints and monitoring short-term rental websites, with the appropriate follow-up against violators, appear to be the two primary tools for enforcing your licensing, permitting, and tax collection requirements. [Santa Monica](#) (

[airbnb-ban/](#)) and [Bainbridge Island \(http://www.kitsapsun.com/news/local/bainbridge-looks-for-lost-revenue-from-vacation-rentals-ep-1140660817-354656041.html\)](http://www.kitsapsun.com/news/local/bainbridge-looks-for-lost-revenue-from-vacation-rentals-ep-1140660817-354656041.html) staff members review the various short-term rental websites to identify violators. [Portland had to go so far as to sue HomeAway.com and its VRBO.com subsidiary \(http://www.bizjournals.com/portland/blog/real-estate-daily/2015/10/portland-seeks-2-5m-as-city-clamps-down-on-short.html\)](http://www.bizjournals.com/portland/blog/real-estate-daily/2015/10/portland-seeks-2-5m-as-city-clamps-down-on-short.html) for not following the city's regulations, and underwent serious negotiations with Airbnb before reaching an agreement with them.

Given their popularity with consumers, short-term transient rentals appear to be here to stay. Given this prognosis, I would recommend that Washington cities, towns, and counties identify their locally significant issues (be it tax collection, reduction of neighborhood impacts, or something else), and proactively take steps to address them. The major challenges will be to create a process that is not so complicated, burdensome, and expensive that it causes short-term rental owners to “fly under the radar,” rather than comply with local requirements, and to encourage a high rate of participation with your local program.

Recommended Resources

- [Lawmakers Struggle to Legalize Airbnb \(http://www.govtech.com/dc/articles/Lawmakers-Struggle-to-Legalize-Airbnb.html\)](http://www.govtech.com/dc/articles/Lawmakers-Struggle-to-Legalize-Airbnb.html), GovTech.com
- [Popular online short-term vacation rental sites can mean tax, neighborhood issues \(http://gazette.com/popular-online-short-term-vacation-rental-sites-can-mean-tax-neighborhood-issues/article/1557093\)](http://gazette.com/popular-online-short-term-vacation-rental-sites-can-mean-tax-neighborhood-issues/article/1557093), *The Gazette* (CO)
- [Video about Austin's \(TX\) Short-Term Rental Licensing Requirements \(https://www.youtube.com/watch?feature=player_embedded&v=AKsOgzEVo30\)](https://www.youtube.com/watch?feature=player_embedded&v=AKsOgzEVo30)

If you have had experience with short-term transient rentals in your community or have developed an approach that has been working, please leave a comment below or contact me directly at sbutler@mrsc.org (<mailto:sbutler@mrsc.org>).



About Steve Butler

Steve joined MRSC in February 2015. He has been involved in most aspects of community planning for over 30 years, both in the public and private sectors. Steve has served as president of statewide planning associations in both Washington and Maine, and was elected to the American Institute of Certified Planner's College of Fellows in 2008.

[VIEW ALL POSTS BY STEVE BUTLER](#) ▶ (</Home/Stay-Informed/MRSC-Insight.aspx?aid=147>)

[Leave a Comment](#) ▾

Comments

0 comments on Local Government Catching Up with Airbnb and Other Short-Term Transient Rental Businesses

Blog post currently doesn't have any comments.

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I. Time Constraints/Due Dates: None

J. Proposed Motion: **None at this time.**

City Clerk

From: Johnson, Deborah <djohnson@cwco.org>
Sent: Tuesday, January 19, 2016 11:29 AM
To: Beller, Holly; Cassinelli, Mike; Smith, Ariel
Cc: Glenn, Guy; mdaniel@watershedco.com; Rubin, Sam
Subject: Temporary stockpile removal

This memo is in follow-up to your request that I contact Dept. of Ecology regarding the "remedial" option identified in my earlier administrative interpretation. I am summarizing my conversation this morning with Rick Mraz at DOE. I believe it would be prudent for you to visit with your legal counsel about the two alternatives for action identified at the bottom.

I advised Mr. Mraz that the City wishes to have the stockpile removed. He said he went and looked at it last Monday. He stated that the silt fence had been properly installed. He did note a point at the SE corner where the silt fence is allowing discharge to pass through and recommended placing one or more hay bales in that location on the outside of the silt fencing until it can be removed. He did not feel that a shoreline permit would be required and reiterated the Army Corps' position that it would not require permits.

He stated "We really don't have jurisdiction here" (except to make certain the conditions of the shoreline master program are met). He clarified that DOE considers the "controlling" SMP to be the original 1974 one, not the 2000 one I referenced in the interpretation. (Note: This creates a conflict with IMC 15.14.010.A, which would recognize the County's 2000 plan as controlling. This should be cured by forthcoming adoption of a new SMP.)

Mr. Mraz didn't really have concerns if the City simply sees to it that the stockpile is removed. He cited to case law *Cowiche Canyon Conservancy v. Bosley* <<http://law.justia.com/cases/washington/supreme-court/1992/56505-8-1.html>> in which the state Supreme Court found the removal of railroad trestles did not violate the Shoreline Management Act (SMA) because it did not constitute "development" subject to the SMA. (There's a much longer discussion of this in the decision at the link.) At the same time, he cautioned that if the City wishes to make its actions "bulletproof" in terms of someone potentially appealing or taking some other form of legal action, then perhaps it will wish to issue a shoreline substantial development permit (SSDP) - NOT a shoreline conditional use permit - and SEPA threshold determination for the action. He stated that if the City issues a SSDP, what happens at DOE's end is that he files it and there's a 21-day appeal period.

At the beginning of our conversation, Mr. Mraz indicated that he had just spoken with Mark Daniel from The Watershed Company. Mr. Daniel tried to reach me as I was on the phone with Mr. Mraz, and I subsequently spoke to him. He is cc'd on this e-mail as he stated The Watershed Company would be tasked with preparing any application if necessary.

Generally, Mr. Mraz, Mr. Daniel, and I all agreed that removal of the stockpile is in keeping with the outcome that would be desired by the complainant. I did not have the sense that DOE feels strongly about the need for a SSDP. To some extent, this boils down to guessing at what future action(s), if any, the complainant may take and reacting to that prediction.

At this point, the City can:

(1) Act to remove or allow removal of the temporary stockpile lacking any permit action. If this is the preferred action, I ***strongly*** recommend that the removal be actively supervised to ensure that the work does not accidentally push any soil into the adjacent wetland, that no in-water work of any kind occurs, and that best management practices are observed as the material is removed. I also encourage the City and/or Port to document its actions in writing and with photos in the case of subsequent action.

(2) Alternately, the City and/or Port can delay removal of the temporary stockpile until it has applied for and acquired a SSDP for this work (including SEPA review).

Please let me know if you have any questions or need additional information.

Deborah Johnson

Community & Economic Development Planner
Cowlitz-Wahkiakum Council of Governments
207 Fourth Avenue North
Kelso, WA 98626-4195

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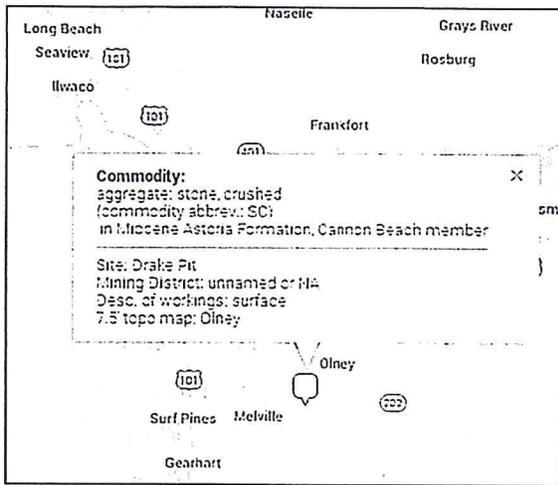
Subject: Administrative interpretation under Section 15.08.140 of the Ilwaco Municipal Code (IMC) - Placement of fill material on existing pad adjacent to marina owned by Port of Ilwaco

Background: In late 2015, the City of Ilwaco and/or the Port of Ilwaco allowed, without permits or environmental review, approximately 4,000 cubic yards of fill material to be placed on an undeveloped pad located to the east of the marina that is owned by the Port of Ilwaco. The pad has typically and historically been used for boat trailer parking/storage, a use that is reflected in the Port of Ilwaco's current Waterfront Master Plan. City staff indicated the intent was to store the material there temporarily and to periodically, irregularly remove amounts smaller than the whole for use in public projects elsewhere.

The individual who has requested this administrative interpretation reportedly submitted one or more complaints of illegal filling to at least one regulatory agency. As the deposited material was found to have been associated with a mid-year repair project involving the north jetty at the mouth of the Columbia River under the auspices of the Army Corps of Engineers, the Army Corps began looking into the matter. It was brought to the attention of the City Planner around the same time. While also examining the issue, the City Planner advised the City that nothing more should be done with the fill material, including moving it around on the site or removing it, until a path of action was clarified. Placement of a silt fence to avoid runoff was suggested. Most recently, the City was encouraged to proceed with placing a silt fence around the fill material because of this winter's severe rains.

The material was found not to be dredge spoils associated with the Army Corps project but excess construction supply, which was delivered pursuant to an informal arrangement with the City and/or Port. Its placement on the site did not constitute illegal dumping, and it was placed intentionally and in good faith by the parties involved. It is composed of clean fill sourced from the Drake Pit owned by Big River Construction in Astoria. The project manager for J.E. McAmis, contractor to the Army Corps for the project, estimated that 95 percent of the material is the commercially sourced fill, while perhaps five percent is native beach sand that was inadvertently scooped up along with the supply when it was removed from the temporary storage site for the Army Corps project.

Figure 1. Fill Source¹



In reviewing the matter with Rick Mraz, Washington State Department of Ecology (DOE) wetland staff for Southwest Washington, the City Planner learned that the pad itself was created in the 1970s as a part of what appears to be original marina construction, according to historic aerial views maintained by DOE (specifically, 1977 photo). As the State Environmental Policy Act (SEPA) and Shoreline Management Act (SMA) were both initially adopted in the 1970s, it is unknown how the marina construction was timed in relation to those regulations and whether original creation of

the pad underwent review under SEPA/SMA and, if so, to what extent that review would be relevant against current regulations; it may constitute a nonconforming use as defined in the controlling Shoreline Master Program (SMP). It forms a portion of the easterly boundary of the marina and is assumed to be a part of legal filling that occurred concurrent with and integral to the marina construction. This is supported by The Watershed Company's work² underpinning the City's pending SMP update, which finds that "the majority of the [marina] shoreline is composed of nearshore fill." Various aerial views of the site are included in Appendix A. Older-appearing rip rap is present along the eastern side of the pad, abutting the wetlands.

The pad is located next to and above a wetland, described in The Watershed Company's work referenced above as "A wetland marsh...located east of the [ordinary high water mark], outside of the marina. ...The tidal marsh on the eastern edge of the reach may provide functional benefits, such as filtering excess nutrients, fine sediment, and toxic substances, and attenuating energy." The aerials in Appendix A show its relationship to the pad. In turn, the wetland forms the westerly boundary of the approximately 20-acre Baker Bay salt marsh, separately characterized by The Watershed Company as "likely [supporting] a rich benthic invertebrate community and [providing] export of organic detritus and nutrient filtration functions. The area also provides foraging and wintering habitat for waterfowl and shorebirds."

¹ Source: Oregon Department of Geology & Mineral Industries

² Shoreline Analysis Report for Shorelines in the City of Ilwaco: Columbia River, Wallacut River, Black Lake, and Pacific Ocean. The Watershed Company, September 2014.

Richard Chong from the Army Corps of Engineers concluded his review of the matter with an e-mail on November 17, 2015, stating that the Army Corps had finished its "investigation of the temporary fill pad located at the Port of Ilwaco. The entire fill pad was placed within a gravel parking lot. The fill was not placed within wetlands based on data point samples taken between the temporary fill pad and the adjacent estuarine wetlands of Baker Bay." The e-mail went on to suggest, but not require, placement of a silt fence. It further stated that the temporary fill pad is not subject to Corps Section 404 or Section 10 jurisdiction.

Analysis, including references:

1. IMC 15.08.140.A allows an interpretation request regarding "the meaning or application of the city's development regulations applicable to project permit applications. In this situation, there is not yet a project permit application pursuant to IMC 15.08.060, a determination of completeness pursuant to IMC 15.08.070, or a determination of consistency with existing plans and regulations pursuant to IMC 15.08.100. The City Planner had more or less finished collecting background information to inform the process when work was redirected to a different project. Lacking the items listed above, the City Planner does not believe this matter is ripe for administrative interpretation. *Any findings and conclusions offered at this point are merely speculative and offered on the basis of available information, may or may not reflect planning analysis and/or recommendations once a permit application is perfected, and should not be relied upon in assessing the adequacy of any process or action.*
2. Section 46.56.070 of the Revised Code of Washington (RCW) addresses documents and records that are subject to the state Public Records Act. "Interim and final planning decisions" are among these items. By contrast, "preliminary drafts, notes, [and] recommendations...in which opinions are expressed" are exempt from public disclosure. (RCW 42.56.280) The Association of Washington Cities counsels that "local governments are not required to create documents in order to comply with a request for specific information" and that they are "not obligated to compile information from various records so that information is in a form that is more useful to the requestor."³ This is consistent with the model rules for the Public Records Act in WAC 44-14-04003(5), which likewise state that no such obligation exists but leaves it up to local policy. Although the request for administrative interpretation is not a public records request per se, the City Planner believes that

³ Public Records Act for Washington Cities, Counties, and Special Purpose Districts. Municipal Research and Services Center, 2015.

the public records aspect has bearing in this situation because of the “ripeness” issue: the City Planner is called upon to create a record that does not exist in reliance on preliminary notes, opinions, and intermediate recommendations in order to render what is essentially an interim planning decision. Any decision about this matter is not at the City Planner’s discretion but is expected to ultimately involve future deliberation by the Planning Commission, City Council, and one or more other regulatory agencies (at minimum, DOE). As such, *this administrative interpretation should not be construed as constituting a final planning decision on this matter.*

3. At issue is alleged filling proximate to a jurisdictional wetland. (E-mail from requestor, December 7, 2015) The City Planner agrees that a jurisdictional wetland abuts the site (see additional discussion below). However, the City Planner does not interpret the placement of material on the site as constituting filling. “Filling” and “stockpiling” are two discretely separate activities that, along with other listed activities, broadly constitute “land alteration” under Section 2.26 of the City’s critical areas ordinance (CAO – Ordinance No. 614 as adopted by reference under IMC 15.18.010). Neither “filling” nor “stockpiling” is defined in the CAO, the shoreline master program (SMP) adopted under IMC 15.14.010, or the development regulations (IMC 15.04.020). IMC 15.04.010 states that “words not defined will be presumed to have common and universally-accepted dictionary meanings.” Merriam-Webster defines “fill” to mean “[raising] the level of with fill <filled land>” and “stockpile” as “a storage pile; a reserve supply of something essential accumulated within a country for use during a shortage; or a gradually accumulated reserve of something.” Other commonly used dictionaries define these words similarly. As opposed to filling, the use upon the site constitutes a stockpile comprised of fill material. Based upon City staff’s description of the intended use of the stockpile and Port staff’s description of the enduring use of the pad, the City Planner further interprets the stockpile as being a temporary use upon the site.
4. Because the City has no regulations specific to stockpiles, the City Planner sought out other sources of information on storage and best management practices (BMPs) related to stockpiles. This has been explored with DOE in the Proposed Approach for “Pilot” Soil Stockpile Sampling Event and Conceptual Soil Management Plan (Port Angeles Rayonier Mill Site, March 2013 & amended August 2013), which went on to be implemented. It includes a perspective (cutaway) view of a typical stockpile showing graded edges with an approximate two percent slope and height of up to 12 feet. Although this was for a different purpose – to contain and sample contaminated soil associated with a former industrial site – it offers a model for maintaining a temporary stockpile in a way that minimizes runoff.

Additionally, because the stockpile is composed primarily of mined material, the City Planner reviewed DOE's erosion and sediment control plan resources related to sand and gravel permits. Structural and stabilization practices are among the listed BMPs to avoid erosion and control stormwater runoff; this includes (among other potential measures) silt fencing and "decreasing slope angles or lengths." Slopes, terracing, and erosion control are also addressed in Chapter 70 of the Uniform Building Code, Excavation and Grading. (It should be noted that the City has adopted, by reference under IMC 14.40.010, the Uniform Building Code. However, "stockpiling of rock, sand, gravel, aggregate, or clay" is among the exemptions in Sec. 7003(b). Therefore, no grading permit is required for this project.) The grading of the temporary stockpile may have been mistaken for filling, when in reality it was sculpted similar to the Rayonier model and BMPs described in other sources; rather than being dumped in a large pile, it was spread to a relatively low, consistent height and a gradual edge slope maintained. The City Planner interprets this action as being appropriate and in keeping with BMPs for stockpiling⁴, and that it does not constitute filling.

5. Although stockpiles are listed as one form of land alteration (citation above) in the CAO, they are not listed in the activities regulated under the third sentence of Section 3.A of the CAO, to which the requestor refers. There is no "cumulative filling, grading, or clearing activity" "in excess of twenty (20) cubic yards of material" that is "within 100 feet of any critical area." Instead, a stockpile containing more than 20 cubic yards of fill material has been placed within 100 feet of a critical area, specifically a wetland. While this activity is not subject to the requirements of the third sentence cited above, because the stockpile constitutes land alteration, it is subject to the immediately previous (second) sentence within the same passage that states: "The City of Ilwaco shall not grant any permit...or other development approval to alter the condition of any land...nor shall any person alter the condition of any land...for any development proposal which requires a governmental permit regulated by [the CAO], except in compliance with the provisions of [the CAO]."

⁴ Also reviewed: Environmental Issue Construction and Maintenance Practices Compendium, Roadside Management and Maintenance: Beyond Vegetation, Stockpiling, Spoil Disposal or Placement of Inert Fill, Center for Environmental Excellence, AASHTO; Excavation, Fill, and Stockpile (Grading) Permit Application Packet, Clark County, Washington; Best Management Practices for Routine Road Maintenance, Adopted for Washington County DLUT from Oregon Department of Transportation Best Management Practices for Routine Road Maintenance, September 2004; Best Management Practices for Handling Excess Construction Soils in Ontario, Residential and Civil Construction Alliance of Ontario; and City of Phoenix Stockpile Permit Guidelines.

6. The site lies within the C-2 Low Density Commercial District regulated under Chapter 15.33 IMC.

Figure 2. Zoning⁵



IMC 15.33.020 refers to the table in Chapter 15.44 IMC for allowed uses. Stockpiles are not among the uses listed in IMC 15.44.020 or elsewhere within the IMC. IMC 15.48.010.B renders any unlisted use subject to a conditional use permit. Stockpiles, either enduring or temporary, could be allowed within this zoning district or any other within the city, but only as a conditional use.

7. Under IMC 8.08.020, “junk” includes “all articles such as...building materials” that are “left outside of any fully enclosed structure” and are “exposed to the natural elements.” The placement or maintenance of “junk” upon a site constitutes a public nuisance under IMC 8.04.010.F. A stockpile of clean fill could be interpreted as a “building material”; however, the City Planner does not interpret the stockpile to constitute junk or a public nuisance because it was intentionally acquired by one or more public entities with a specific purpose in mind and is intended to be held temporarily.
8. The Watershed Company’s work cited above contributed to the development of a new SMP for Ilwaco; however, it has not yet been adopted. Per IMC 15.14.010, the City has adopted by reference Pacific County’s SMP, “as it is now written or will later be amended.” Currently, this relates to the 2000 version adopted under Pacific Co. Resolution No. 2000-039; however, Pacific County is also working toward adopting a new SMP. In addition, the City is also considering a new CAO. Because these various amendments are in motion, this bears a look at how vesting might apply to this project. The Washington State legislature has codified the vesting doctrine only as applied to building permits, subdivisions, and development agreements. However, common law application of vested rights may extend to the type of permits contemplated here. The City Planner believes that some of the case law relative to the vesting doctrine presented by the Municipal Research and Services Center⁶ could be pertinent to this situation. This could potentially mean that environmental regulations applicable to the project change after a permit application is perfected.

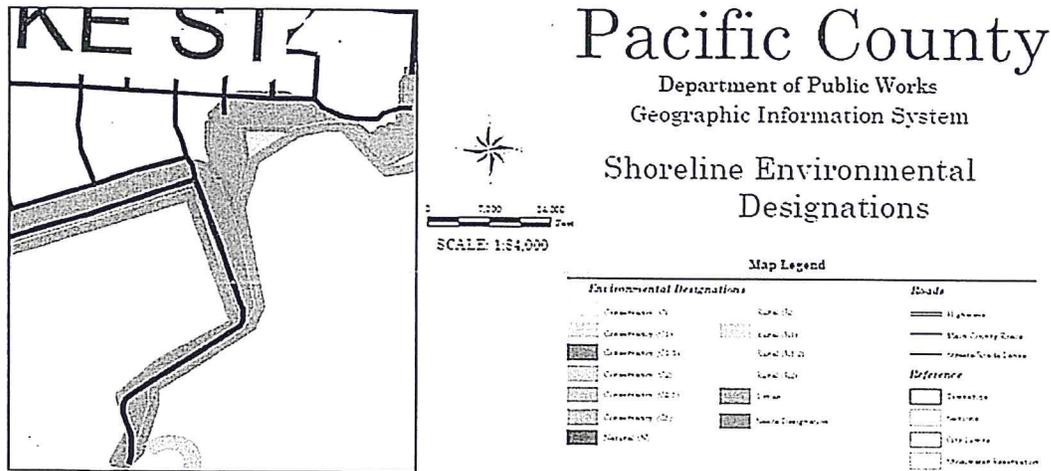
⁵ Source: http://www.cartomation.com/imagemapper/ILWACO_2012/WEB/INDEX.HTML?m=1

⁶ <http://mrsc.org/Home/Explore-Topics/Legal/Planning/Vested-Rights.aspx>

The City Planner encourages close review with legal counsel as the project proceeds. The requestor has framed his "desired interpretation" as being "how the City both interprets this fill project under Title (sic)15.12, 14.15, and 15.18...regarding what permits the current City Planner would determine are applicable to the City project." As should be clear from discussion in this document, such determination is preliminary and based on codes in effect.

9. The site is subject to the currently controlling CAO by virtue of its adjacency to a jurisdictional wetland. Under Section 4.B.2. of the CAO, the City must engage the Army Corps, federal Natural Resources Conservation Service (United States Department of Agriculture), DOE, or a qualified critical areas professional to establish whether wetlands exist within 100 feet. Then, under Section 4.B.3, a wetland delineation must be obtained from one of these same parties, including rating the wetland and staking the boundary. Additional requirements may then apply.
10. The shoreline where the pad is located is designated "Urban" under the currently controlling SMP.

Figure 3. Shoreline Environment



The project may meet the definition of "development" in RCW 90.58.030(3)(a) and WAC 173-27-030(6) by virtue of "consisting of...dumping [and] placing of obstructions." If may not meet the definition if the state would interpret "dumping" or "placing of obstructions" to mean some other sort of use besides stockpiling material on an already-created pad in a manner that temporarily obstructs; to some extent, shoreline access from a site that is not particularly meant to offer

shoreline access.⁷ It does not fall under any of the exemptions from shoreline substantial development identified in RCW 90.58.030(3)(e) or permit exemptions in WAC 173-27-040. At the same time, it may or may not constitute "substantial development" as otherwise defined in RCW 90.58.030(3)(e). It seems likely that the fair market value of the fill material exceeds the established limit, yet the definition appears to assume permanent, constructed uses which would not include a temporary stockpile. Stockpiling of any nature does not appear to be contemplated among the host of uses identified in the SMP, either within the Urban shoreline environment or elsewhere. The City Planner is mindful that DOE information on shoreline conditional use permits cautions that "some proposals may require both a substantial development permit and a conditional use permit." At the same time, the City Planner believes that adequate protection could be achieved under a conditional use permit, especially given the temporary nature of the use, so is inclined to treat the use as solely requiring a conditional use permit under WAC 173-27-160(3) and Sec. 24.C.11 of the SMP, particularly if it does not meet the threshold for "development" in the state's opinion.⁸

11. IMC 15.14.030.B requires submittal of a Joint Aquatic Resource Permit Application (JARPA) whenever there is "work in or near water." From among the permits covered by JARPA, it appears those that will apply to this project include only City permits and DOE Section 401 Water Quality approval. The Army Corps has already waived its permits in writing for this use. Pursuant to WAC 173-27-200, DOE must additionally approve any shoreline conditional use permit already approved by a local jurisdiction; however, this is done after the fact and not up front as a part of the JARPA review process.

⁷ 118 Wn.2d 801, P.2d 549, COWICHE CANYON CONSERVANCY v. BOSLEY. No. 56505-8 was considered. [8] Environment – Shoreline Management – Substantial Development Permit – Antecedent Requirements. Before there can be a "substantial development" for which a permit is required under RCW 90.58.140(2) of the Shoreline Management Act of 1971, there must first be a "development" as defined by RCW 90.58.030(3)(d). [10] Statutes – Construction – Meaning of Words – Absence of Statutory Definition. Generally, if a term is not defined in a statute, it should be given its plain and ordinary meaning unless a contrary legislative intent is indicated. [12] Statutes – Construction – Administrative Construction – Unambiguous Statute. An administrative agency's construction of a statute is not entitled to great weight unless the statute is ambiguous. [13] Statutes – Construction – Ambiguity – In General. A statute is not rendered ambiguous simply because the words used are not defined in the statute. [17] development shall not be undertaken on the shorelines of the state unless it is consistent with the policy of this chapter . . .", does not require that a permit be obtained before a project is undertaken. A permit is required only for those developments that qualify as substantial developments. Also considered: 91 Wn.2d 721, 592 P.2d 1108. Weyerhaeuser Company, Respondent, v. King County, Appellant. NO.: 44770. [2] Environment - Shoreline Management Act - Development - "Dumping" and "Filling." The terms "dumping" and "filling", as used in RCW 90.58.030(3)(d) to define a development, are unambiguous and present a question of fact and not of law, as to whether a specific activity falls within the statutory terms. In making such a determination the courts will give deference to the expertise and special knowledge of the Shorelines Hearings Board; and 87 Wn.2d 280, EDWARD W. HAYES, Respondent, v. GEORGE YOUNT, ET AL, Appellants. No. 43776. [6] Environment - Shoreline Management - Land Fills - Fill Materials - Harmful Result. Administrative regulations, promulgated under statutory authority, which generally proscribe the use of solid waste as fill materials in shoreline areas or which generally prohibit sanitary landfills in such areas, are not arbitrary or capricious. No proof that such fills would create harmful leachates is necessary to prohibit them.

⁸ 109 Wn.2d 91, 743 P.2d 265. Clam Shacks of America, Inc., Petitioner, v. Skagit County, et al, Respondents. NO.: 53228-1 was considered. [1] Environment - Shoreline Management - Statutory Provisions - Scope. The Shoreline Management Act of 1971 (RCW 90.58) authorizes local governments to regulate shoreline activities through conditional use permits even though they do not qualify as "developments" as defined by RCW 90.58.030(3)(d) and (e).

12. Apart from the original intentions for use of the fill material, it has come to the City Planner's attention that there may exist a willing buyer for the entire stockpile so that it would be removed from the site all at once. Because the City Planner had advised the City that there should be no further activity on the site, such acquisition has not been completed. A preliminary discussion about wholesale removal occurred between the City Planner and DOE staff Rick Mraz, who indicated that regulations would also apply to removing the material.

It appears to be in the best interests⁹ of the City, Port, and environment, and in keeping with the goals of the complainant to remove the material from the site; this secondary acquisition would appear to produce the desired outcome. It would create a legally absurd result for the City to undertake a permitting process to seek approval for placement of the material after the fact solely to facilitate its removal, and if the action is not likely to be authorized then would need to be removed anyway.¹⁰ Given the emergence of a willing buyer and despite the interpretation that the fill material does not constitute "junk," the City may be able to thoughtfully apply the terms of IMC 8.08.020 ("abate") toward this outcome. This appears to be supported by WAC 173-27-270 ("cease and desist"/"corrective action") in which the state's goal would be to remove an unpermitted use. Abatement/voluntary compliance as described in IMC 8.08.030 could be coordinated between the City and other appropriate agencies (at minimum, DOE) and utilizing BMPs to assure protection of the adjacent wetland during removal of the fill material. The City Planner has not explored this possibility with DOE or others.

Findings:

1. The act of placing the material upon the site does not constitute illegal dumping; however, it does constitute regulated activity that should have undergone review/permitting as described herein, together with review under SEPA, before placement. This places the City into a remedial position with regard to continuing the use upon the site. It must either acquire proper permits or discontinue the use.

⁹ 84 Wn.2d 551, THE DEPARTMENT OF ECOLOGY et al., Respondents, v. BALLARD ELKS LODGE No. 827, Appellant. No. 43105 was considered. [4] Environment- Shoreline Management - Purpose - Public Interest The purpose of the Shoreline Management Act of 1971 (RCW 90.58) is not to totally prohibit future development along state shorelines and waters, but rather to ensure that such development be carefully carried out in keeping with the public interest.

¹⁰ 103 Wn.2d 441, 693 P.2d 1369. The Orion Corporation, Respondent, v. The State of Washington, et al, Petitioners. NO.: 49941-1 was considered. [4] Environment - Policy Determinations - Permit Application - Necessity. When environmental policy decisions predetermine that use or development permit applications will not be approved, applying for such permits is a vain and useless act and is not required before seeking other relief.

2. The use upon the site constitutes a temporary stockpile for the purpose of storing fill material until it is removed, either all at once or piecemeal, for use elsewhere.
3. Basic BMPs have been employed in creating the stockpile upon the site. They could be improved upon by adding a silt fence.
4. Review of an initial critical areas checklist will dictate further action and/or permit under the CAO. Additional information may be requested, and additional review and permitting may be involved.
5. The temporary stockpile is an unlisted use subject to conditional use standards under the City's development regulations, as well as a shoreline conditional use permit.
6. The City may have options toward wholesale removal of the material by utilizing a compliance or remediation approach. This may be optimal instead of pursuing permits and allowing the stockpile to remain.

Conclusions:

1. The most straightforward approach to resolving the issue appears to be utilizing a compliance or remediation approach toward an outcome of the material being removed all at once. If the City wishes to pursue this opportunity, it is advised to work closely with legal counsel and engage DOE, plus any other agencies identified by DOE, toward creative resolution of the problem. It should employ BMPs during removal of the material in order to avoid environmental harm.
2. Lacking this, the City must complete or cause to be completed and submit, at minimum, the following for review by the City Planner and Planning Commission, and decision by the City Council in keeping with the procedures established in Chapter 15.08 IMC:
 - Critical areas checklist (Section 3.F.2 of CAO)
 - Conditional use permit required submittals (IMC 15.48.030)
 - JARPA form and attachments
(http://www.epermitting.wa.gov/site/alias__resourcecenter/jarpa_jarpa_form/9984/jarpa_form.aspx)
 - Environmental (SEPA) checklist¹¹

¹¹ A SEPA threshold determination is under the City Planner's purview per IMC 15.12.010.B

This concludes review of this matter meeting the requirements of IMC 15.08.140 and represents my full interpretation of the matter at hand based upon the facts of the situation as I understand them, best professional judgment, and available information and regulations in effect at the time of evaluation.

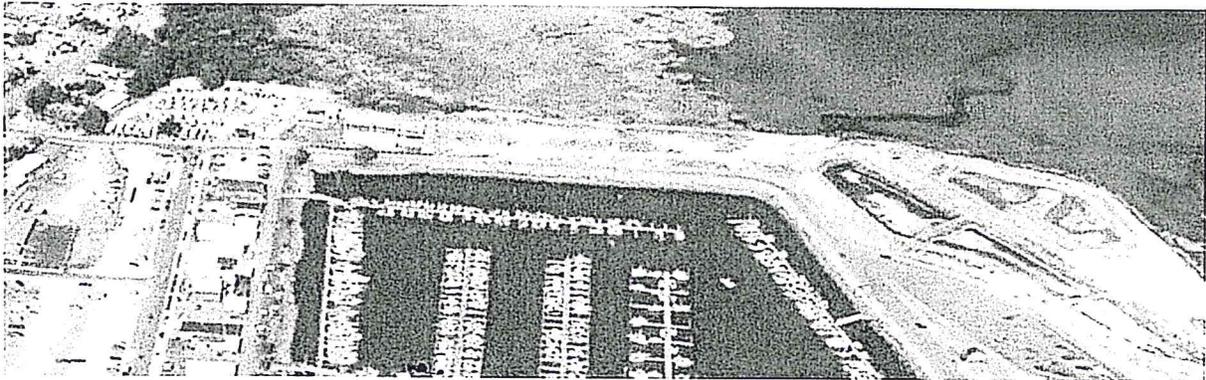
A handwritten signature in black ink, appearing to read 'Deborah Johnson', with a long horizontal flourish extending to the right.

Deborah Johnson
(Acting) City Planner

Date of Issue: December 31, 2015

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APPENDIX A –Site Photos



Source: *Shoreline Analysis Report for Shorelines in the City of Ilwaco*, The Watershed Company, September 2014

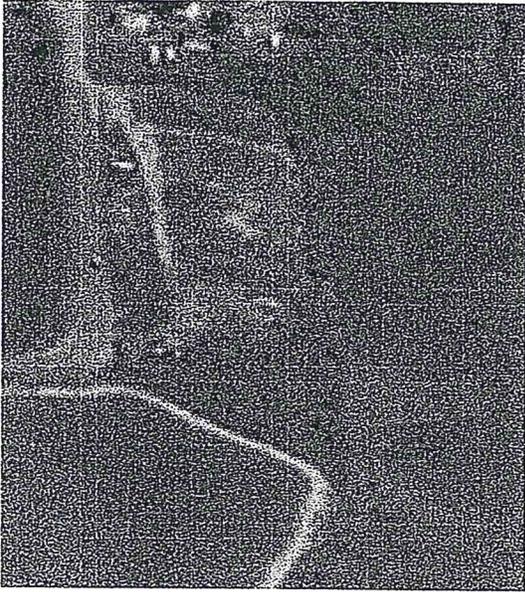


Source: Washington State Department of Ecology, Coastal Atlas Base Map



Source: Washington State Department of Ecology, 08-19-2006 (upper) & 08-13-2002 (lower)

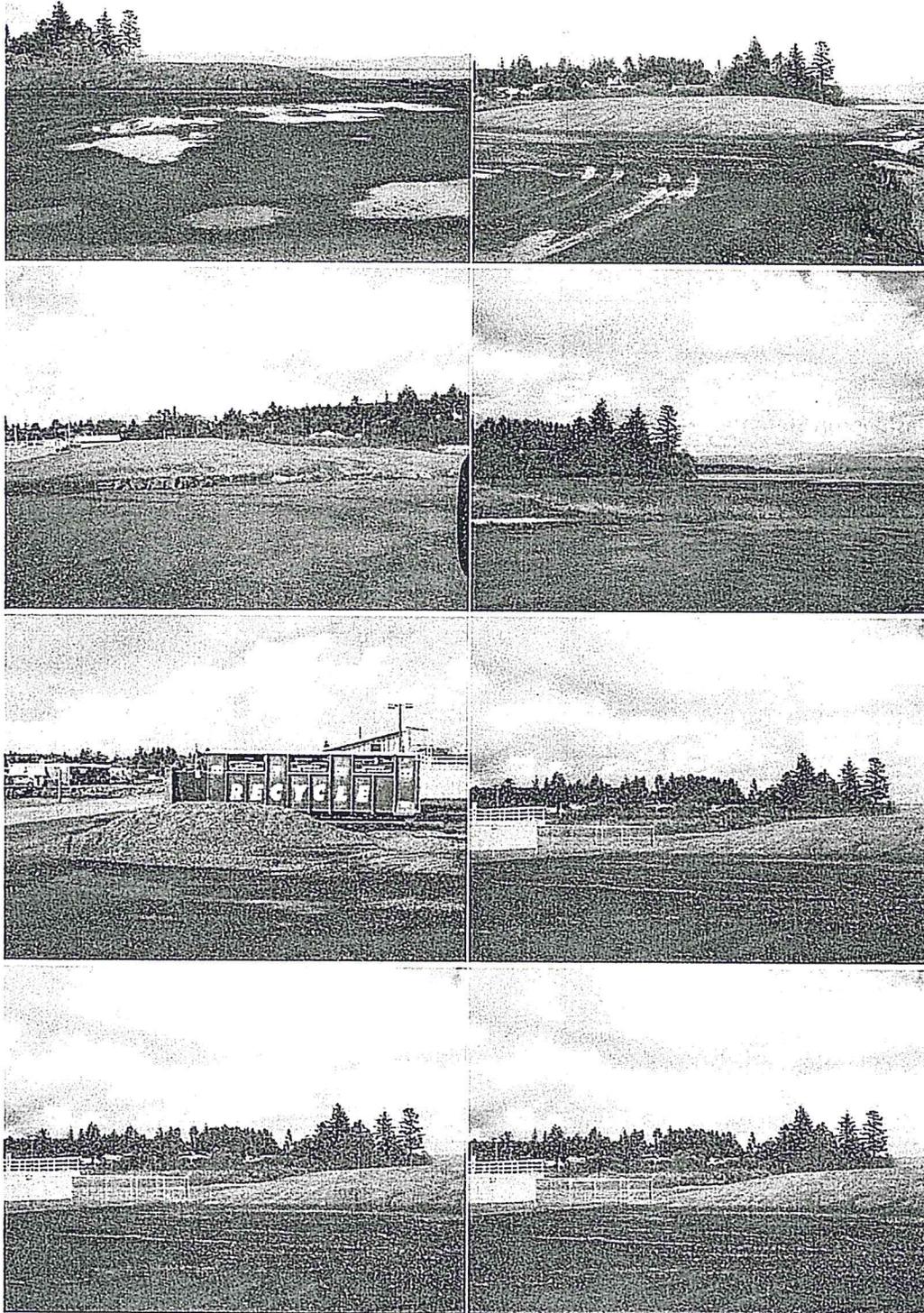




Source: Washington State Department of Ecology, 05-13-1997 (upper) & 06-30-1977 (lower)



Temporary Stockpile – Upon placement



Temporary Stockpile – end of December 2015

