



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, July 11, 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. June 27, 2016 Regular Meeting
- 2. Claims & Vouchers (TAB 2)
 - a. Checks: 39062 to 39069 + electronic payments \$33,006.54
 - b. Checks: 39070 to 39105 \$59,059.33
 - GRAND TOTAL: \$92,065.87

- F. Reports**
 - 1. Staff Reports (TAB 3)
 - a. Police Chief Report
 - 2. Council Reports
 - 3. Mayor's Report

- G. Comments of Citizens and Guests Present**

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

H. Public Hearing

I. Business

J. Discussion

- 1. **Position Grades and Pay Table** (TAB 9) - *Cassinelli*
- 2. **Short Term Vacation Rentals** (TAB 10) - *Cassinelli*
- 3. **DWSRF Sahalee Water System Improvements** (TAB 11) - *Cassinelli*
- 4. **G&O Sahalee Water and Sewer Improvements** (TAB 12) - *Cassinelli*
- 5. **Abandoned Checks Resolution** (TAB 13) - *Cassinelli*

K. Correspondence and Written Reports

L. Future Discussion/Agendas

- 1. Interlocal Agreement for Building Inspector Services
- 2. Ordinance Updating Building Code References
- 3. Charter Franchise Agreement Renewal
- 4. Shoreline Master Program Update
- 5. Update to Critical Areas Ordinance
- 6. Comprehensive Plan Amendment
- 7. Neighborhood Preservation Ordinance
- 8. Ordinance Amending Title 8 – Health and Safety

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	07/11/16 07/25/16	6:00 p.m.	Community Building
Planning Commission	Regular Meeting	Tuesday	08/02/16	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Tuesday	08/10/16	6:00 p.m.	Fire Hall



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, June 27, 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, Marshall, Chambreau, Forner, and Mayor Cassinelli. Councilmember Karnofski was absent.

D. Approval of Agenda

1. **ACTION: Motion to approve the agenda as presented. (Marshall/Forner) 4 Ayes 0 Nays 0 Abstain.**

E. Approval of Consent Agenda

1. Including Checks 39029 to 39030 + Electronic totaling \$15,724.61, Checks: 39028, 39031 to 39061 totaling \$96,864.80 for a grand total of \$112,589.41.

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

F. Reports

1. Staff Reports

i. Treasurer

The Treasurer's report was included in the agenda packet.

ii. Fire Chief

The department has been working on a list of goals for the department for the future and prioritizing those goals. On June 28 there will be a county wide drill with Life Flight. A volunteer paramedic from Fire District 1 will be assisting the department with additional paramedic training. There will not be a Burn Bam called this year, but safety is always first and please be aware of fire dangers and have emergency contact numbers ready.

iii. Deputy Clerk

Donations for the annual 4th of July Fireworks show are coming in.

2. Council Reports

- i. Councilmember Marshall regretted not making the last meeting. Looking forward to the next meeting and continuing the discussion on short term vacation rentals with the newest revisions by the City Planner.

3. Mayor's Report

- i. Mayor Cassinelli attended the Port meeting, LTAC/PCOG, and a meeting with the Seaview Sewer District regarding changes at the waste water plant. Three applicants for the Public Works Utility and Maintenance worker positions have been interviewed, with one more to go. Still looking for interest/applications in the Treasurer and Waste Water Treatment Plant.

G. Comments of Citizens and Guests Present

1. Larry Hamilton of 307 Lake Street spoke about concerns with short term rental activity at 211 Pearl Ave. The use is not permitted and is causing disturbance to the residential atmosphere. Parking for the guests will be an issue, and certainly over the 4th of July weekend when it appears that the house is fully booked (according to AirBnB.com)
2. An additional citizen voiced concern over the short term rental affecting local hotel/motel businesses which are legally licensed and pay lodging taxes to the city.
3. The Mayor responded to the comments by confirming that the City Clerk has issued a Notice of Civil Violation and fines will be assessed against the property.

H. Business

1. 2016 First Budget Amendment

Councilmember Jensen asked if this amendment was appropriating more money into the 2016 budget. Councilmember Marshall mentioned that this budget was passed without a second employee for the waste water treatment plant. Also, Councilmember Marshall asked that the city be mindful of our reserves.

ACTION: Motion to adopt the 2016 first budget amendment ordinance as presented. (Chambreau/Fornier) 4 Ayes 0 Nays 0 Abstain.

I. Discussion

1. 2016 First Budget Amendment

ACTION: Move to business at this meeting. (Chambreau/Fornier) 4 Ayes 0 Nays 0 Abstain.

2. Position Pay Grades and Pay Table

Council discussed how the table compares with federal pay tables, recruitment and retention of employees, etc. Clarification to City Clerk 13 will be made and returned for discussion at the next meeting.

ACTION: None at this meeting.

3. Interlocal Agreement for Building Inspector Services

Council discussed the Indemnity Clause and requested additional information on insurance coverage for errors of the building inspector.

4. Ordinance Updating Building Code References

Council discussed the necessity of dates referenced in the description of codes/regulations to be adopted. Also, if the codes are updated by reference or if the city should be adopting resolutions at the time the codes/regulations are updated by state or federal law. The ordinance also has references to copies (of the state/federal codes and regulations) on file with the City Clerk which needs to be cleaned up.

ACTION: Motion to move this to business at this meeting. (Chambreau/Forner)

Council member Jensen asked that this not be moved to business to allow for additional research of the dated codes and RCW 19.27.031.

ACTION: Motion withdrawn. (Chambreau/Forner)

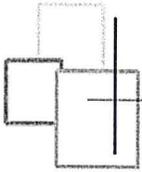
J. Future Discussion/Agendas

1. Short Term Vacation Rentals – *City Planner*
2. Safety Accident Prevention Plan – *Cassinelli*
3. Charter Franchise Agreement Renewal - *Cassinelli*
4. Interlocal Agreement for Building Inspector Services - *Cassinelli*
5. Proposal and Contract for Professional Engineering Services, Sahalee Water and Sewer Improvements - *Cassinelli*
6. Update to Critical Areas Ordinance - *Cassinelli*
7. Comprehensive Plan Amendment – *Cassinelli*
8. Neighborhood Preservation Ordinance – *Cassinelli*
9. Ordinance Amending Title 8 – Health and Safety – *Cassinelli*

K. Motion to adjourn the meeting (Chambreau) Mayor Cassinelli adjourned the meeting at 6:56 p.m.

Mike Cassinelli, Mayor

Ariel Smith, Treasurer



Register

Number	Name	Fiscal Description	Amount
<u>39062</u>	Fero, Jimmie W	2016 - July - First Meeting	\$1,126.86
<u>39063</u>	Williams, Thomas R	2016 - July - First Meeting	\$978.24
<u>39064</u>	AWC - Life Insurance	2016 - July - First Meeting	\$18.40
<u>39065</u>	AWC Employee Benefit Trust	2016 - July - First Meeting	\$4,272.86
<u>39066</u>	Dept of Labor & Industry	2016 - July - First Meeting	\$3,338.81
<u>39067</u>	Dept of Retirement - Def Comp	2016 - July - First Meeting	\$155.00
<u>39068</u>	Dept of Retirement Systems	2016 - July - First Meeting	\$4,939.48
<u>39069</u>	Employment Security Dept.	2016 - July - First Meeting	\$1,494.75
Beller, Holly Celeste	ACH Pay - 1908	2016 - July - First Meeting	\$1,261.05
Benson, Austin	ACH Pay - 1923	2016 - July - First Meeting	\$1,084.34
Cassinelli, Michael	ACH Pay - 1910	2016 - July - First Meeting	\$423.70
Chambreau, Jon H.	ACH Pay - 1911	2016 - July - First Meeting	\$181.96
Forner, Gary	ACH Pay - 1913	2016 - July - First Meeting	\$399.60
Gray, Richard Roy	ACH Pay - 1914	2016 - July - First Meeting	\$1,484.23
Jensen, David	ACH Pay - 1915	2016 - July - First Meeting	\$181.96
Marshall, Fred	ACH Pay - 1916	2016 - July - First Meeting	\$181.96
Mc Kee, David A	ACH Pay - 1917	2016 - July - First Meeting	\$1,728.70
Mulinix, Vinessa	ACH Pay - 1918	2016 - July - First Meeting	\$180.76
Smith, Ariel	ACH Pay - 1922	2016 - July - First Meeting	\$3,711.94
Staples, Terri P	ACH Pay - 1920	2016 - July - First Meeting	\$417.98
<u>EFT-7-5-16</u>	Discovery Benefits	2016 - July - First Meeting	\$500.00
<u>EFT-7-5-16</u>	U.S. Treasury Department	2016 - July - First Meeting	\$4,943.96
			\$33,006.54

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.

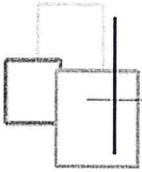
Treasurer

39062 through 39069 and electronic payments totalling \$33,006.54 are approved this 11th day of July, 2016.

Council member

Council member

Council member



Register

Fiscal: 2016
Deposit Period: 2016 - July
Check Period: 2016 - July - First Meeting

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>39070</u>	Bank of Pacific	7/11/2016	\$14,823.40
<u>39071</u>	A Sparkling Castle	7/11/2016	\$455.00
<u>39072</u>	Backflow By The Best	7/11/2016	\$3,000.00
<u>39073</u>	BSK Associates	7/11/2016	\$501.75
<u>39074</u>	Cartomation, Inc.	7/11/2016	\$466.00
<u>39075</u>	Chinook Observer	7/11/2016	\$392.21
<u>39076</u>	City of Ilwaco	7/11/2016	\$3,338.16
<u>39077</u>	City of Long Beach	7/11/2016	\$18,568.33
<u>39078</u>	CWCOG	7/11/2016	\$2,096.31
<u>39079</u>	Dennis CO	7/11/2016	\$207.88
<u>39080</u>	Englund Marine Supply Inc	7/11/2016	\$28.22
<u>39081</u>	Goulter Diamond Bar Ranch	7/11/2016	\$1,300.00
<u>39082</u>	Hach Company	7/11/2016	\$321.48
<u>39083</u>	Heather Reynolds, Attorney	7/11/2016	\$1,944.00
<u>39084</u>	Home Depot Credit Services	7/11/2016	\$57.95
<u>39085</u>	IFOCUS Consulting Inc.	7/11/2016	\$922.88
<u>39086</u>	IHS Class of 2017	7/11/2016	\$100.00
<u>39087</u>	Joel Penoyar	7/11/2016	\$652.50
<u>39088</u>	John Deere Financial	7/11/2016	\$1,082.23
<u>39089</u>	Kris Kaino	7/11/2016	\$412.00
<u>39090</u>	L N Curtis & Sons	7/11/2016	\$78.43
<u>39091</u>	LEAF	7/11/2016	\$130.12
<u>39092</u>	Nancy McAllister	7/11/2016	\$412.00
<u>39093</u>	North Central Laboratories	7/11/2016	\$334.62
<u>39094</u>	Northstar Chemical, Inc.	7/11/2016	\$864.60
<u>39095</u>	Oman & Son	7/11/2016	\$612.62
<u>39096</u>	One Call Concepts, Inc.	7/11/2016	\$16.73
<u>39097</u>	Peninsula Sanitation Service, Inc.	7/11/2016	\$331.73
<u>39098</u>	Sid's IGA	7/11/2016	\$6.80
<u>39099</u>	Sunset Auto Parts Inc.	7/11/2016	\$105.29
<u>39100</u>	The Watershed Company	7/11/2016	\$1,935.00
<u>39101</u>	Verizon Wireless	7/11/2016	\$125.30
<u>39102</u>	WA State Dept. of Ecology	7/11/2016	\$300.00
<u>39103</u>	Wadsworth Electric	7/11/2016	\$2,593.36
<u>39104</u>	Wilcox & Flegel Oil Co.	7/11/2016	\$130.43
<u>39105</u>	William R. Penoyar, Attorney at Law	7/11/2016	\$412.00
		Total Check	\$59,059.33
		Total 8023281	\$59,059.33

Grand Total \$59,059.33

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.

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.

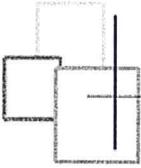
Treasurer

39070 through 39105 totalling \$59,059.33 are approved this 11th day of July, 2016.

Council member

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A Sparkling Castle					
	39071			2016 - July - First Meeting	
		Invoice - 6/28/2016 4:46:57 PM			
			001-000-000-514-20-31-00	Office & Operating Supplies	\$80.00
			001-000-000-522-10-31-01	Training/Attendance	\$40.00
			001-000-000-572-50-41-00	Custodian Library	\$335.00
		Total Invoice - 6/28/2016 4:46:57 PM			\$455.00
	Total 39071				\$455.00
Total A Sparkling Castle					\$455.00
Backflow By The Best					
	39072			2016 - July - First Meeting	
		Invoice - 7/1/2016 2:56:42 PM			
			WWTP		
			409-000-000-535-00-41-05	Professional Services	\$3,000.00
		Total Invoice - 7/1/2016 2:56:42 PM			\$3,000.00
	Total 39072				\$3,000.00
Total Backflow By The Best					\$3,000.00
Bank of Pacific					
	39070			2016 - July - First Meeting	
		Invoice - 6/28/2016 4:52:21 PM			
			Baker Bay 980225904		
			403-000-000-397-00-72-06	Trans From Sewer-B of P 2008	(\$14,823.40)
			403-000-000-591-35-72-06	B of P - 2008 - Principal	\$8,111.16
			403-000-000-592-35-80-06	B of P - 2008 - Interest	\$6,712.24
			409-000-000-597-00-00-15	TO 403 Wwtp-B of P 2008 Redemp	\$14,823.40
		Total Invoice - 6/28/2016 4:52:21 PM			\$14,823.40
	Total 39070				\$14,823.40
Total Bank of Pacific					\$14,823.40
BSK Associates					
	39073			2016 - July - First Meeting	
		Invoice - 7/5/2016 11:08:42 AM			
			V602019		
			401-000-000-534-00-31-06	Office & Customer Service	\$401.75
		Total Invoice - 7/5/2016 11:08:42 AM			\$401.75
		Invoice - 7/5/2016 11:09:19 AM			
			V602012		
			401-000-000-534-00-31-06	Office & Customer Service	\$100.00
		Total Invoice - 7/5/2016 11:09:19 AM			\$100.00
	Total 39073				\$501.75
Total BSK Associates					\$501.75
Cartomation, Inc.					
	39074			2016 - July - First Meeting	
		Invoice - 6/28/2016 4:46:48 PM			
			001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00

	GIS map storage		
	409-000-000-535-00-41-02	Professional Services - Computer	\$416.00
		GIS wastewater mapping services contract	
	Total Invoice - 6/28/2016 4:46:48 PM		\$466.00
Total 39074			\$466.00
Total Cartomation, Inc.			\$466.00
Chinook Observer			
39075		2016 - July - First Meeting	
	Invoice - 7/5/2016 11:34:28 AM		
	Ads		
	001-000-000-511-30-44-00	Official Publications	\$260.30
	Total Invoice - 7/5/2016 11:34:28 AM		\$260.30
	Invoice - 7/5/2016 11:42:19 AM		
	legal		
	001-000-000-511-30-44-00	Official Publications	\$131.91
	Total Invoice - 7/5/2016 11:42:19 AM		\$131.91
Total 39075			\$392.21
Total Chinook Observer			\$392.21
City of Ilwaco			
39076		2016 - July - First Meeting	
	Invoice - 6/29/2016 10:55:11 AM		
	001-000-000-511-60-47-02	City Sewer - Museum	\$41.87
	001-000-000-514-20-47-02	Water - City Hall	\$58.17
	001-000-000-514-20-47-03	Sewer - City Hall	\$89.00
	001-000-000-514-20-47-04	Storm Drainage	\$25.11
	001-000-000-522-50-47-01	Water	\$185.59
	001-000-000-522-50-47-02	Sewer	\$244.27
	001-000-000-522-50-47-03	Storm Drainage	\$70.48
	001-000-000-572-50-47-01	City Water	\$182.34
	001-000-000-572-50-47-02	City Sewer	\$237.84
	001-000-000-572-50-47-03	Storm Drainage	\$10.99
	001-000-000-576-80-47-01	Water-Parks, Sprinklers,Blk Lake	\$196.81
	001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$67.36
	001-000-000-576-80-47-03	Storm Drainage	\$21.98
	409-000-000-535-00-47-02	Water	\$751.66
	409-000-000-535-00-47-03	Sewer	\$1,121.72
	409-000-000-535-00-47-05	Storm Drainage	\$32.97
	Total Invoice - 6/29/2016 10:55:11 AM		\$3,338.16
Total 39076			\$3,338.16
Total City of Ilwaco			\$3,338.16
City of Long Beach			
39077		2016 - July - First Meeting	
	Invoice - 6/28/2016 4:45:39 PM		
	001-000-000-521-10-50-00	Law Enforcement Contract	\$18,568.33
	Total Invoice - 6/28/2016 4:45:39 PM		\$18,568.33
Total 39077			\$18,568.33
Total City of Long Beach			\$18,568.33
CWCOG			
39078		2016 - July - First Meeting	
	Invoice - 6/28/2016 4:51:06 PM		
	may		
	001-000-000-558-60-41-00	Planner Services	\$2,096.31
	Total Invoice - 6/28/2016 4:51:06 PM		\$2,096.31

Total 39078			\$2,096.31
Total CWCOG			\$2,096.31
Dennis CO			
39079	2016 - July - First Meeting		
	Invoice - 7/5/2016 11:41:18 AM		
	001-000-000-522-10-31-01	Training/Attendance	\$27.51
	Total Invoice - 7/5/2016 11:41:18 AM		\$27.51
	Invoice - 7/5/2016 11:49:32 AM		
	001-000-000-522-50-48-00	Repair & Maintenance	\$2.79
	001-000-000-576-80-35-00	Small Tools & Equipment	\$88.79
	101-000-000-543-30-30-00	Office And Operating	\$88.79
	Total Invoice - 7/5/2016 11:49:32 AM		\$180.37
Total 39079			\$207.88
Total Dennis CO			\$207.88
Englund Marine Supply Inc			
39080	2016 - July - First Meeting		
	Invoice - 7/5/2016 11:38:50 AM		
	409-000-000-535-00-31-01	Operations And Maintenance	\$28.22
	Total Invoice - 7/5/2016 11:38:50 AM		\$28.22
Total 39080			\$28.22
Total Englund Marine Supply Inc			\$28.22
Goulter Diamond Bar Ranch			
39081	2016 - July - First Meeting		
	Invoice - 6/28/2016 4:46:39 PM		
	409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$1,300.00
		sludge site	
	Total Invoice - 6/28/2016 4:46:39 PM		\$1,300.00
Total 39081			\$1,300.00
Total Goulter Diamond Bar Ranch			\$1,300.00
Hach Company			
39082	2016 - July - First Meeting		
	Invoice - 7/5/2016 11:33:52 AM		
	9995637		
	401-000-000-534-00-31-01	Chemicals	\$321.48
	Total Invoice - 7/5/2016 11:33:52 AM		\$321.48
Total 39082			\$321.48
Total Hach Company			\$321.48
Heather Reynolds, Attorney			
39083	2016 - July - First Meeting		
	Invoice - 7/1/2016 2:46:51 PM		
	June		
	001-000-000-515-30-41-00	Legal Services	\$1,944.00
	Total Invoice - 7/1/2016 2:46:51 PM		\$1,944.00
Total 39083			\$1,944.00
Total Heather Reynolds, Attorney			\$1,944.00
Home Depot Credit Services			
39084	2016 - July - First Meeting		
	Invoice - 6/29/2016 9:55:14 AM		
	001-000-000-576-80-35-00	Small Tools & Equipment	\$57.95
	Total Invoice - 6/29/2016 9:55:14 AM		\$57.95
Total 39084			\$57.95
Total Home Depot Credit Services			\$57.95
IFOCUS Consulting Inc.			

39085	2016 - July - First Meeting		
	Invoice - 7/5/2016 11:34:57 AM		
	9922		
	001-000-000-514-20-41-00	Professional Services	\$35.00
	401-000-000-534-00-41-04	Professional Services - Computer	\$35.00
	409-000-000-535-00-41-02	Professional Services - Computer	\$35.00
	Total Invoice - 7/5/2016 11:34:57 AM		\$105.00
	Invoice - 7/5/2016 11:35:17 AM		
	9948		
	001-000-000-514-20-41-00	Professional Services	\$120.00
	401-000-000-534-00-41-04	Professional Services - Computer	\$120.00
	409-000-000-535-00-41-02	Professional Services - Computer	\$120.00
	Total Invoice - 7/5/2016 11:35:17 AM		\$360.00
	Invoice - 7/5/2016 11:35:50 AM		
	9975		
	001-000-000-514-20-41-00	Professional Services	\$274.13
	409-000-000-535-00-41-02	Professional Services - Computer	\$183.75
	Total Invoice - 7/5/2016 11:35:50 AM		\$457.88
Total 39085			\$922.88
Total IFOCUS Consulting Inc.			\$922.88
IHS Class of 2017			
39086	2016 - July - First Meeting		
	Invoice - 7/5/2016 1:14:46 PM		
	IHS calendar		
	001-000-000-511-30-44-00	Official Publications	\$100.00
	Total Invoice - 7/5/2016 1:14:46 PM		\$100.00
Total 39086			\$100.00
Total IHS Class of 2017			\$100.00
Joel Penoyar			
39087	2016 - July - First Meeting		
	Invoice - 6/30/2016 2:56:58 PM		
	L&I representation		
	001-000-000-515-30-41-00	Legal Services	\$652.50
	Total Invoice - 6/30/2016 2:56:58 PM		\$652.50
Total 39087			\$652.50
Total Joel Penoyar			\$652.50
John Deere Financial			
39088	2016 - July - First Meeting		
	Invoice - 6/28/2016 4:47:05 PM		
	001-000-000-591-48-71-01	John Deer Mower 8157-96 - Prin	\$1,000.00
	001-000-000-592-48-83-00	John Deer Mower 8157-96 - Interest	\$82.23
	Total Invoice - 6/28/2016 4:47:05 PM		\$1,082.23
Total 39088			\$1,082.23
Total John Deere Financial			\$1,082.23
Kris Kaino			
39089	2016 - July - First Meeting		
	Invoice - 6/28/2016 4:46:19 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Total Invoice - 6/28/2016 4:46:19 PM		\$412.00
Total 39089			\$412.00
Total Kris Kaino			\$412.00
L N Curtis & Sons			
39090	2016 - July - First Meeting		

	Invoice - 7/5/2016 10:53:16 AM		
	34103		
	001-000-000-522-10-31-01	Training/Attendance	\$78.43
	Total Invoice - 7/5/2016 10:53:16 AM		\$78.43
Total 39090			\$78.43
Total L N Curtis & Sons			\$78.43
LEAF			
39091		2016 - July - First Meeting	
	Invoice - 7/1/2016 2:45:35 PM		
	6595911		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$22.12
	001-000-000-522-10-31-00	Office & Operating Supplies	\$20.82
	101-000-000-543-30-30-00	Office And Operating	\$22.12
	401-000-000-534-00-31-00	Operation & Maintenance	\$22.12
	408-000-000-531-38-31-01	Operations & Maintenance	\$20.82
	409-000-000-535-00-31-01	Operations And Maintenance	\$22.12
	Total Invoice - 7/1/2016 2:45:35 PM		\$130.12
Total 39091			\$130.12
Total LEAF			\$130.12
Nancy McAllister			
39092		2016 - July - First Meeting	
	Invoice - 6/28/2016 4:46:13 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
		Court services	
	Total Invoice - 6/28/2016 4:46:13 PM		\$412.00
Total 39092			\$412.00
Total Nancy McAllister			\$412.00
North Central Laboratories			
39093		2016 - July - First Meeting	
	Invoice - 6/28/2016 4:48:29 PM		
	374695		
	409-000-000-535-00-31-02	Chemicals	\$334.62
	Total Invoice - 6/28/2016 4:48:29 PM		\$334.62
Total 39093			\$334.62
Total North Central Laboratories			\$334.62
Northstar Chemical, Inc.			
39094		2016 - July - First Meeting	
	Invoice - 7/5/2016 11:06:52 AM		
	87652		
	401-000-000-534-00-31-01	Chemicals	\$864.60
	Total Invoice - 7/5/2016 11:06:52 AM		\$864.60
Total 39094			\$864.60
Total Northstar Chemical, Inc.			\$864.60
Oman & Son			
39095		2016 - July - First Meeting	
	Invoice - 7/5/2016 11:40:12 AM		
	401-000-000-534-00-31-00	Operation & Maintenance	\$612.62
	Total Invoice - 7/5/2016 11:40:12 AM		\$612.62
Total 39095			\$612.62
Total Oman & Son			\$612.62
One Call Concepts, Inc.			
39096		2016 - July - First Meeting	
	Invoice - 7/5/2016 10:52:58 AM		

	6069071			
	101-000-000-543-30-30-00	Office And Operating		\$5.58
	401-000-000-534-00-31-00	Operation & Maintenance		\$5.58
	409-000-000-535-00-31-01	Operations And Maintenance		\$5.57
	Total Invoice - 7/5/2016 10:52:58 AM			\$16.73
Total 39096				\$16.73
Total One Call Concepts, Inc.				\$16.73
Peninsula Sanitation Service, Inc.				
39097		2016 - July - First Meeting		
	Invoice - 7/5/2016 11:37:50 AM			
	001-000-000-514-20-47-01	Garbage Bills		\$285.22
	409-000-000-535-00-47-04	Garbage Services		\$46.51
	Total Invoice - 7/5/2016 11:37:50 AM			\$331.73
Total 39097				\$331.73
Total Peninsula Sanitation Service, Inc.				\$331.73
Sid's IGA				
39098		2016 - July - First Meeting		
	Invoice - 7/5/2016 11:36:50 AM			
	409-000-000-535-00-31-01	Operations And Maintenance		\$6.80
	Total Invoice - 7/5/2016 11:36:50 AM			\$6.80
Total 39098				\$6.80
Total Sid's IGA				\$6.80
Sunset Auto Parts Inc.				
39099		2016 - July - First Meeting		
	Invoice - 7/5/2016 11:42:34 AM			
	001-000-000-522-10-31-01	Training/Attendance		\$17.69
	001-000-000-576-80-48-00	Repairs & Maintenance		\$55.49
	409-000-000-535-00-31-01	Operations And Maintenance		\$32.11
	Total Invoice - 7/5/2016 11:42:34 AM			\$105.29
Total 39099				\$105.29
Total Sunset Auto Parts Inc.				\$105.29
The Watershed Company				
39100		2016 - July - First Meeting		
	Invoice - 7/5/2016 11:33:17 AM			
	2016-0676			
	001-000-000-576-80-34-02	DOE Shoreline Master Program		\$1,935.00
	Total Invoice - 7/5/2016 11:33:17 AM			\$1,935.00
Total 39100				\$1,935.00
Total The Watershed Company				\$1,935.00
Verizon Wireless				
39101		2016 - July - First Meeting		
	Invoice - 6/28/2016 4:48:16 PM			
	401-000-000-534-00-42-00	Communications		\$125.30
	Total Invoice - 6/28/2016 4:48:16 PM			\$125.30
Total 39101				\$125.30
Total Verizon Wireless				\$125.30
WA State Dept. of Ecology				
39102		2016 - July - First Meeting		
	Invoice - 6/28/2016 4:49:04 PM			
	lab			
	401-000-000-534-00-31-04	Annual Permit Fees		\$300.00
	Total Invoice - 6/28/2016 4:49:04 PM			\$300.00
Total 39102				\$300.00

Total WA State Dept. of Ecology				\$300.00
Wadsworth Electric				
39103		2016 - July - First Meeting		
	Invoice - 6/28/2016 4:47:28 PM			
	402189			
	001-000-000-576-80-35-00	Small Tools & Equipment		\$650.15
	Total Invoice - 6/28/2016 4:47:28 PM			\$650.15
	Invoice - 6/28/2016 4:47:48 PM			
	402191			
	409-000-000-535-00-41-01	Professional Services - Electrician		\$738.47
	Total Invoice - 6/28/2016 4:47:48 PM			\$738.47
	Invoice - 7/5/2016 11:45:08 AM			
	402235			
	409-000-000-535-00-41-01	Professional Services - Electrician		\$261.90
	Total Invoice - 7/5/2016 11:45:08 AM			\$261.90
	Invoice - 7/5/2016 11:45:12 AM			
	402233			
	409-000-000-535-00-41-01	Professional Services - Electrician		\$942.84
	Total Invoice - 7/5/2016 11:45:12 AM			\$942.84
Total 39103				\$2,593.36
Total Wadsworth Electric				\$2,593.36
Wilcox & Flegel Oil Co.				
39104		2016 - July - First Meeting		
	Invoice - 6/30/2016 2:54:20 PM			
	0047622			
	409-000-000-535-00-32-00	Gas/oil Products		\$130.43
	Total Invoice - 6/30/2016 2:54:20 PM			\$130.43
Total 39104				\$130.43
Total Wilcox & Flegel Oil Co.				\$130.43
William R. Penoyar, Attorney at Law				
39105		2016 - July - First Meeting		
	Invoice - 6/28/2016 4:46:03 PM			
	001-000-000-512-50-40-03	Municipal Court Services		\$412.00
	Total Invoice - 6/28/2016 4:46:03 PM			\$412.00
Total 39105				\$412.00
Total William R. Penoyar, Attorney at Law				\$412.00
Grand Total	Vendor Count	36		\$59,059.33

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

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

07-01-16

Page 1 of 4

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for June 2016

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

Long Beach

900 Total Incidents
Aid Call Assists: 11
Alarms: 3
Animal Complaints: 12
Assaults: 10
Assists: 108
(Includes 12 Law Enforcement Agency Assists Outside City Boundaries)
Burglaries: 0
Disturbance: 21
Drug Inv.: 14
Fire Call Assists: 3
Follow Up: 156
Found/Lost Property: 19
Harassment: 8
Malicious Mischief: 3
MIP – Alcohol: 0
MIP – Tobacco: 1
Missing/Found Persons: 1
Prowler: 1
Runaway: 0
Security Checks: 252
Suspicious: 23
Thefts: 32
Traffic Accidents: 7
Traffic Complaints: 26
Traffic Tickets: 29
Traffic Warnings: 132
Trespass: 12
Warrant Contacts: 4
Welfare Checks: 12

Ilwaco

494 Total Incidents
Aid Call Assists: 3
Alarms: 5
Animal Complaints: 4
Assaults: 2
Assists: 65
Burglaries: 1
Disturbance: 7
Drug Inv.: 1
Fire Call Assists: 0
Follow Up: 98
Found/Lost Property: 3
Harassment: 2
Malicious Mischief: 2
MIP – Alcohol: 0
MIP – Tobacco: 0
Missing/Found Persons: 0
Prowler: 1
Runaway: 1
Security Checks: 219
Suspicious: 10
Thefts: 8
Traffic Accidents: 2
Traffic Complaints: 4
Traffic Tickets: 4
Traffic Warnings: 29
Trespass: 12
Warrant Contacts: 4
Welfare Checks: 7

I attended training on June 3rd. The class was sponsored by Washington Cities Insurance Authority and its title was "Supervisor Force Liability Prevention". Some of the topics covered included supervisory liability issues, proving proper conduct and documentation requirements for evidence.

On June 4th I received an email from a Mr. James Kramer thanking Officer Casey Meling for his help. Casey had told me about the call after it happened and it was a very bad situation made better by Officer Melings' actions. I have attached a copy of the email.

Officer Mike Parker attended training on the 6th. The class title was "Reading Body Language". The class taught how to interpret signs of danger and deception. Its goals were to improve officer safety, increase deception detection and to improve interviews.

On the 7th I attended a meeting with Willapa Behavioral Health, Pacific County Sheriff's, Department, Raymond Police Department and the Pacific County Health Department. We met to discuss implementation of a program to identify non-violent arrestees that would benefit from a diversion program that would mandate mental health treatment instead of jail time. This effort is called the "Justice Mental Health Collaboration Program" and is funded by a federal grant. The goals of the program are to reduce the number of people with mental health issues who are booked into jail and to reduce recidivism among these types of people.

Summer hire, Officer Don Tardiff, took a patrol car up to Ocean Park Elementary School on June 9th. Fire District One had a demonstration for the students of different types of vehicles and equipment. There was fire trucks, PUD trucks, cranberry harvest equipment and other types of vehicles and equipment at the school for the students to look at.

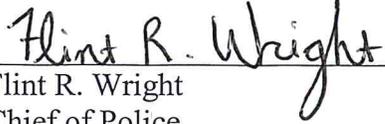
On the 11th Officer Casey Meling helped chaperone the high school graduation overnight trip. Casey does this just about every year.

I attended the 911 Operations Board Meeting on June 14th. I was able to obtain \$6,000.00 from the board to help reimburse for three tablets we purchased and to help buy two more tablets. The money was from a grant from Department of Homeland Security.

Reserve Officer Dave Tobin attended training on June 17th. The course title was "High in Plain Sight: Current Alcohol, Drug and Concealment Trends and Identifiers". The class dealt with signs and symptoms of use, alcohol and drug concealment methods and containers as well as alcohol and drug clothing, logos and stickers. Other related topics were covered as well. The training was free.

On the 20th the other half of the department had firearms range training. We qualified with our duty, backup and off duty handguns.

I sat in on an oral board for Child Protective Services on the 23rd. The interviews were for a supervisor position.



Flint R. Wright
Chief of Police

Flint Wright

From: Flint Wright
Sent: Saturday, June 04, 2016 12:39 PM
To: 'James Kramer'
Subject: RE: Compliments on one of your Officers

Mr. Kramer,

I will pass on your email to Officer Meling. I know Casey is a fine officer but it's always nice to hear positive feedback. I am so glad that you and your daughter are doing well. Have a great day.

Chief Flint R. Wright
Long Beach Police Department

From: James Kramer [mailto:jim.kramer@jdkds.com]
Sent: Thursday, June 02, 2016 10:00 AM
To: Flint Wright <fwright@longbeachwa.gov>
Subject: Compliments on one of your Officers

Chief Wright,

I wanted to make you aware of the professional and sympathetic treatment my wife and I recently received this past Mother's Day morning from one of your patrol officers. I wish I had his name, but I am afraid I cannot remember other than his first name is Casey (I hope). The issue was a confrontation between myself and the owner/manager at the Cedars Ocean View Inn. I also wished to pass along to Patrolman Casey that my daughter ended up fine after a 3 hour stay in the Ilwaco emergency room, and that my brain surgery my wife was concerned about during the course of events that morning went flawlessly.

Best always, and thanks to you and all your officers for your service to your community.

James Kramer
425-353-8397
jim.kramer@jdkds.com
<http://www.jdkds.com/blog/>

CITY OF ILWACO

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, ADOPTING SALARY CLASSIFICATIONS & RE-ADOPTING ORDINANCE 857 ESTABLISHING THE 2016 PAY TABLE.

WHEREAS, the City of Ilwaco is committed to a policy that places every employee on a pay scale; and

WHEREAS, the city must be financially responsible in implementing compensation plan changes; and

WHEREAS, the City Council has determined the need to update the current pay structure with one that is more comprehensive and one that provides more guidance in applying pay changes to individual employees; and

WHEREAS, the City Council has determined that it will have the final approval on all pay policy issues; and

WHEREAS, no change in any employee personnel status (rate of pay) is intended by this action.

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

Section 1. The City Council of the City of Ilwaco, Washington, adopts the City of Ilwaco Position Grades and Brief Descriptions, attached hereto as Exhibit "A."

Section 2. Each employee's pay shall remain unchanged through this action even though the position grade title may be modified.

Section 3. 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 4. 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, City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED:

EFFECTIVE:

Exhibit "A"
City of Ilwaco
Position Grades and Brief Descriptions

Administrative Position	Grade	Level
Non-Exempt Positions		
Office Assistant 3	3	Office assistant
Office Assistant 4	4	Office assistant/billing clerk
Office Assistant 5	5	Senior office assistant/billing clerk
Deputy City Clerk 5	5	Deputy city clerk
Deputy City Clerk 6	6	Deputy city clerk
Deputy City Clerk 7	7	Deputy city clerk
Deputy City Clerk 8	8	Senior deputy city clerk
Exempt Positions		
City Clerk 8	8	City clerk
City Clerk 9	9	City clerk
City Clerk 10	10	City clerk
City Clerk 11	11	Senior city clerk
City Clerk 12	12	Senior city clerk
City Clerk 13	13	Senior city clerk
Treasurer 8	8	City treasurer
Treasurer 9	9	City treasurer
Treasurer 10	10	City treasurer
Treasurer 11	11	Senior city treasurer
Treasurer 12	12	Senior city treasurer
Treasurer 13	13	Senior city treasurer

Office Assistant 3: Office assistant. Entry-level position. Receives work direction, guidance and supervision from senior office staff members. Develops office skills and experience with guidance from others. Assists with utility billing.

Office Assistant 4: Office assistant/billing clerk. Performs many tasks independently. Proficient with word processing and spreadsheets. Expected to handle routine city business on the telephone and with visitors. Able to do most utility billing tasks.

Office Assistant 5: Senior office assistant/billing clerk. Performs most tasks independently without guidance or supervision. Determines own priorities. Proficient with word processing, spreadsheet and databases. Configures new computers for printing, simple networking and email and application installation. Does utility billing independently. Supervises others, as necessary.

Deputy City Clerk 5: Deputy City clerk. Entry-level position. Performs or is capable of performing all duties equivalent to Office Assistant 5. Receives work direction, guidance and

supervision from the city clerk, city treasurer or mayor in matters involving the city clerk's duties.

Deputy City Clerk 6: Deputy City clerk. Performs some city clerk tasks independently, with minimum guidance or supervision, as assigned by the city clerk, city treasurer or mayor. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications.

Deputy City Clerk 7: Deputy City clerk. Performs many city clerk tasks independently, with minimum guidance or supervision, as assigned by the city clerk, city treasurer or mayor. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications.

Deputy City Clerk 8: Senior deputy city clerk. Performs most city clerk tasks independently without guidance or supervision, as assigned by the city clerk, city treasurer or mayor. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications.

City Clerk 8: City clerk. Entry-level position. An administrative position with primary duties that includes exercising discretion and independent judgment with respect to matters of significance. Performs some city clerk tasks independently with guidance and supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. *Note: A change in position from Assistant Clerk 7 to City Clerk 7 would normally be accompanied by a two-step, in-grade increase and a change from non-exempt status to exempt status.*

City Clerk 9: City clerk. An administrative position with primary duties that includes exercising discretion and independent judgment with respect to matters of significance. Performs most city clerk tasks independently with minimum guidance or supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications.

City Clerk 10: City clerk. An administrative position with primary duties that includes exercising discretion and independent judgment with respect to matters of significance. Performs all duties of the city clerk without guidance or supervision. Drafts simple legislation that can be enacted into law without undue revision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Represents the city in outside meetings, as appropriate.

City Clerk 11: Senior city clerk. An administrative position with primary duties that includes exercising discretion and independent judgment with respect to matters of significance. Performs all duties of the city clerk without guidance or supervision. Drafts complex legislation that can be enacted into law without undue revision. Briefs the mayor and City Council on the effect of

proposed legislation. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Represents the city in outside meetings, as appropriate. Acts as senior advisor to the mayor and City Council in city matters.

City Clerk 12: Senior city clerk. An administrative position with primary duties that includes exercising discretion and independent judgment with respect to matters of significance. Performs all duties of the city clerk without guidance or supervision. Drafts complex legislation that can be enacted into law without undue revision. Briefs the mayor and City Council on the effect of proposed legislation. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Represents the city in outside meetings, as appropriate. Acts as senior advisor to the mayor and City Council in city matters. Performs duties to assist the City Treasurer as necessary, such as payroll, accounts payable and some human resource management.

City Clerk 13: Senior city clerk. An administrative position with primary duties that includes exercising discretion and independent judgment with respect to matters of significance. Performs all duties of the city clerk without guidance or supervision. Drafts complex legislation that can be enacted into law without undue revision. Briefs the mayor and City Council on the effect of proposed legislation. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Represents the city in outside meetings, as appropriate. Acts as senior advisor to the mayor and City Council in city matters. Performs duties to assist the City Treasurer as necessary, such as payroll, accounts payable and some human resource management. The clerk is also responsible for coordination of the city planner and other consultants to assure productivity and timely results.

Treasurer 8: City treasurer. Entry-level position. Performs some treasurer tasks independently with guidance and supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Trained in accounting and develops experience with accounting software and city transactions and budgeting.

Treasurer 9: City treasurer. Performs most treasurer tasks independently with guidance and supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Trained in accounting and develops experience with accounting software and city transactions and budgeting.

Treasurer 10: City treasurer. Performs treasurer tasks independently without guidance or supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Has some advanced training in accounting and has experience with accounting software and city transactions and budgeting. Prepares and briefs the city budget to the mayor

and City Council, including coordinating with department heads. Performs all the duties of the city clerk, if assigned.

Treasurer 11: Senior city treasurer. Performs treasurer tasks independently without guidance or supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Has advanced training in accounting and has experience with accounting software and city transactions and budgeting. Prepares and briefs the city budget to the mayor and City Council, including coordinating with department heads. Represents the city in outside meetings, as appropriate. Acts as senior advisor to the mayor and City Council in city matters. Performs all the duties of the city clerk, if assigned.

Treasurer 12: Senior city treasurer. Performs treasurer tasks independently without guidance or supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Has advanced training in accounting and has experience with accounting software and city transactions and budgeting. Prepares and briefs the city budget to the mayor and City Council, including coordinating with department heads. Represents the city in outside meetings, as appropriate. Acts as senior advisor to the mayor and City Council in city matters. Performs all the duties of the city clerk, if assigned. Experienced and possesses necessary skills for position and/or is highly capable of seeking needed resources.

Treasurer 13: Senior city treasurer. Performs treasurer tasks independently without guidance or supervision. Performs or is capable of performing all duties equivalent to Office Assistant 5. Supervises office staff as necessary, including setting priorities and work schedules. Writes grant applications. Has advanced training in accounting and has experience with accounting software and city transactions and budgeting. Prepares and briefs the city budget to the mayor and City Council, including coordinating with department heads. Represents the city in outside meetings, as appropriate. Acts as senior advisor to the mayor and City Council in city matters. Performs all the duties of the city clerk, if assigned. Experienced and possesses necessary skills for position and/or is highly capable of seeking needed resources. Acts as city's human resources professional and payroll administrator.

Field Positions	Grade	
Non-Exempt Positions		
Utility Worker 3	3	Entry level
Utility Worker 4	4	Established (gaining experience)
Utility Worker 5	5	Experienced
Utility Worker 6	6	Experienced (works independently)
Utility Worker 7	7	Lead
Utility Supervisor 8	8	Senior lead
Utility Supervisor 9	9	Senior
Utility Supervisor 10	10	Senior
Utility Supervisor 11	11	Senior
Utility Supervisor 12	12	Senior

Utility Supervisor 13	13	Senior
Plant Operator 5	5	Entry level
Plant Operator 6	6	Established (gaining experience)
Plant Operator 7	7	Experienced
Plant Operator 8	8	Experienced (works independently)
Plant Operator 9	9	Senior/lead operator
Plant Operator 10	10	Senior
Plant Operator 11	11	Senior
Plant Operator 12	12	Senior
Plant Operator 13	13	Senior
Mechanic 7	7	Entry level
Mechanic 8	8	Experienced
Mechanic 9	9	Senior
Exempt Positions		
Utility Manager 7	7	Entry level
Utility Manager 8	8	Experienced
Utility Manager 9	9	Experienced
Utility Manager 10	10	Senior
Fire Administrator 7	7	Experienced
Fire Administrator 8	8	Experienced
Fire Administrator 9	9	Experienced
Fire Administrator 10	10	Senior
Fire Chief 8	8	Experienced
Fire Chief 9	9	Experienced
Fire Chief 10	10	Experienced
Fire Chief 11	11	Experienced
Fire Chief 12	12	Senior

Utility Worker3: Entry-level utility worker. Receives direction and guidance from others.

Utility Worker4: Established utility worker gaining experience. Receives direction and guidance from others.

Utility Worker5: Experienced utility worker. Works with some supervision and guidance.

Utility Worker 6: Experienced utility worker. Works independently.

Utility Worker 7: Lead utility worker/supervisor. Works independently and gives guidance to others. Has responsibility for one utility area (e.g. sewer or water distribution, streets and sidewalks, equipment).

Utility Supervisor 8: Utility supervisor. Receives some guidance and supervision from others. Participates in all aspects of utility operations. Sets work priorities and tasking. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Takes a lead role in configuration management. Prepares the department budgets with guidance.

Utility Supervisor 9: Senior utility supervisor. Works independently and supervises others. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Works closely with the city engineer in planning improvements to city infrastructure. Acts as city liaison for construction projects. Sets priorities and assigns tasks. Ensures effective configuration management. Prepares the department budgets with some guidance.

Utility Supervisor 10: Senior utility supervisor. Works independently and supervises others. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Works closely with the city engineer in planning improvements to city infrastructure. Acts as city liaison for construction projects. Sets priorities and assigns tasks. Ensures effective configuration management. Prepares the department budgets with some guidance.

Utility Supervisor 11: Senior utility supervisor. Works independently and supervises others. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Works closely with the city engineer in planning improvements to city infrastructure. Acts as city liaison for construction projects. Sets priorities and assigns tasks. Ensures effective configuration management. Prepares the department budgets with some guidance. Experienced and possesses necessary skills for position and/or is highly capable of seeking needed resources.

Utility Supervisor 12: Senior utility supervisor. Works independently and supervises others. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Works closely with the city engineer in planning improvements to city infrastructure. Acts as city liaison for construction projects. Sets priorities and assigns tasks. Ensures effective configuration management. Prepares the department budgets with some guidance. Experienced and possesses necessary skills for position and/or is highly capable of seeking needed resources. When needed reports to the appropriate state agencies and has either water or wastewater certifications exceeding level II requirements.

Utility Supervisor 13: Senior utility supervisor. With at least 10 years of experience in the utility field. Works independently and supervises others. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Works closely with the city engineer in planning improvements to city infrastructure. Acts as city liaison for construction projects. Sets priorities and assigns tasks. Ensures effective

configuration management. Prepares the department budgets with some guidance. Experienced and possesses necessary skills for position and/or is highly capable of seeking needed resources. When needed reports to the appropriate state agencies and has either water or wastewater certifications exceeding level II requirements.

Plant Operator 5: Entry-level plant operator. Receives direction and guidance from others. Capable of some plant operations and minor repairs without assistance. Communicates plant status to others. Performs other Public Works duties.

Plant Operator 6: Established with at least one year of full-time plant operation experience. Receives direction and guidance from others. Capable of most routine plant operations and minor repairs without assistance. Communicates plant status to others verbally, in writing and through means of computer file transfers. Primary duties are plant operations. Performs other Public Works duties.

Plant Operator 7: Experienced plant operator with at least two years of full-time plant operation experience. Receives direction and guidance from others. Capable of most routine plant operation and minor repairs without assistance. Communicates plant status to others verbally, in writing and through means of computer file transfers. Primary duties are plant operations. Performs other Public Works duties.

Plant Operator 8: Experienced plant operator with at least four years of full-time plant operation experience. Receives some direction and guidance from others. Provides some supervision and guidance to others. Capable of plant operations requiring the exercise of judgment, including making process adjustments and moderate repairs without supervision. Communicates plant status to others verbally, in writing and through means of computer file transfers. Primary duties are plant and systems operations.

Plant Operator 9: Lead plant operator/plant supervisor with at least five years of full-time plant operation experience. Works independently and supervises others. Capable of plant operations requiring the exercise of judgment, including making any and all process adjustments and complex repairs without supervision. Submits reports to DOH/DOE. Communicates plant status to others verbally, in writing and through means of computer file transfers. Primary duties are systems operations and supervision.

Plant Operator 10: Senior plant operator/plant supervisor with at least five years of full-time plant operation experience combined with demonstrated supervisory experience. Works independently and supervises others. Capable of plant operations requiring the exercise of judgment, including making any and all process adjustments and complex repairs at the plant and throughout the entire distribution system without supervision. Submits reports to DOH/DOE. Communicates plant status to others verbally, in writing and through means of computer file transfers. Sets priorities and assists in preparing/managing the budget. Primary duties are systems operations and supervision.

Plant Operator 11: Senior plant operator/plant supervisor with at least eight years of full-time plant operation experience combined with demonstrated supervisory experience. Works

independently and supervises others. Capable of plant operations requiring the exercise of judgment, including making any and all process adjustments and complex repairs at the plant and throughout the entire distribution system without supervision. Submits reports to DOH/DOE. Communicates plant status to others verbally, in writing and through means of computer file transfers. Sets priorities and assists in preparing/managing the budget. Primary duties are systems operations and supervision.

Plant Operator 12: Senior plant operator/plant supervisor with at least ten years of full-time plant operation experience combined with demonstrated supervisory experience. Works independently and supervises others. Capable of plant operations requiring the exercise of judgment, including making any and all process adjustments and complex repairs at the plant and throughout the entire distribution system without supervision. Submits reports to DOH/DOE. Communicates plant status to others verbally, in writing and through means of computer file transfers. Sets priorities and assists in preparing/managing the budget. Primary duties are systems operations and supervision.

Plant Operator 13: Senior plant operator/plant supervisor with at least fifteen years of full-time plant operation experience combined with demonstrated supervisory experience. Works independently and supervises others. Capable of plant operations requiring the exercise of judgment, including making any and all process adjustments and complex repairs at the plant and throughout the entire distribution system without supervision. Submits reports to DOH/DOE. Communicates plant status to others verbally, in writing and through means of computer file transfers. Sets priorities and assists in preparing/managing the budget. Primary duties are systems operations and supervision. This person would be required to hold both a wastewater and water operator's license, they would be available to both plants when in need.

Mechanic 7: Entry-level mechanic. Capable of maintaining vehicles and equipment with some supervision and guidance.

Mechanic 8: Experienced mechanic. Capable of maintaining vehicles, equipment and city infrastructure equipment with minimum supervision and guidance. Sets own priorities. Supervises others, as necessary.

Mechanic 9: Senior mechanic. Capable of maintaining vehicles, equipment and city infrastructure equipment without supervision. Sets own work schedules and priorities. Supervises others.

Utility Manager 7: Entry-level utility manager. Receives guidance and supervision from others. Participates in some aspects of utility operations and management. Sets work priorities and tasking. Ensures quality and efficiency of operations. Participates in configuration management. Assists in developing the department budget.

Utility Manager 8: Experienced utility manager. Receives some guidance and supervision from others. Participates in all aspects of utility operations and management. Sets work priorities and tasking. Ensures quality and efficiency of operations. Makes continual improvements for

efficiency and quality of operations. Takes a lead role in configuration management. Prepares the department budgets with guidance.

Utility Manager 9: Experienced utility manager/director. Works independently. Participates in all aspects of utility operations and management. Sets work priorities and tasking. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Works closely with the city engineer in planning improvements to city infrastructure. Acts as city liaison for construction projects. Provides management information on status of the city infrastructure and does tradeoff analysis in problem solving and in proposing changes. Ensures effective configuration management. Prepares the department budgets with some guidance.

Utility Manager 10: Senior utility manager/director. Participates in all aspects of utility operations and management. Sets work priorities and tasking. Ensures quality and efficiency of operations. Makes continual improvements for efficiency and quality of operations. Works closely with the City Engineer in planning improvements to city infrastructure. Acts as city liaison for construction projects. Provides management information on status of the city infrastructure and does tradeoff analysis in problem solving and in proposing changes. Conceive and effectively executes improvement projects without supervision. Ensures effective configuration management. Prepares the department budget without guidance.

Fire Administrator 7: Reports directly to the Fire Chief and participates in the development and maintenance of all emergency management plans, support materials, reports and related documents. Conducts directed research, as well as independent internet-based research on a variety of emergency management and related topics. Develops or compiles documents, correspondence and materials, including all programmatic reports, as well as awards from non-government funding sources. Monitors and maintains federal, state, allied organization, professional and county newsletters, reports and related documents as directed.

Fire Administrator 8: Reports directly to the Fire Chief and works with little or no supervision under the Fire Chief's directions and performs the duties of Fire Administrator 7, as required. Obtains and perform duties as an EMT and Firefighter, respiratory testing officer for SCBA face piece and M95 mask fit tests and directs the training or assigns instructors to training classes. The Fire Administrator 8, documents all training and Fire/EMS requirements for compliance with National Fire Incident Reporting System, L&I, NFPA and FEMA standards, including evaluating fire station and fire ground safety standards procedures and enforcement. Fire Administrator 8, also records vehicle, station and equipment inspections, records and files personnel accident reports, create fire department related forms, performs or directs firefighters in station maintenance duties and participates in those duties. The Fire Administrator along with the Fire Chief, councils, evaluates and gives corrective disciplinary actions to department members. In the absence of Chief Fire Officers at an emergency incident performs as the Incident Commander until relieved.

Fire Administrator 9: Reports directly to the Fire Chief and performs the duties of Fire Administrator 7 & 8, as required. Attend workshops and training on current ordinances, regulations and building codes, participates in fire safety programs and distribution of fire prevention materials and smoke detectors. Fire Administrator 9, works with other fire jurisdictions on fire and natural disaster training, drill planning and fire standards. The Fire Administrator documents arson fires, fire statistics, create fire maps, publications and presentations.

Fire Administrator 10: Reports directly to the Fire Chief and assist the Fire Chief with the inspection of properties to ensure compliance with fire codes, ordinances and laws. Review building plans with the Fire Chief and document needed changes, corrections and violations. Perform the duties of Fire Administrator 7, 8, & 9, as needed, or duties as directed by the Fire Chief.

Fire Chief 8: Reports directly to the Mayor, plans, organizes, directs and evaluates the Ilwaco Volunteer Fire Department, which protects lives and property from fire and hazardous incident damage. Provides timely emergency medical services in the City of Ilwaco and other neighboring municipalities, which have contracted for fire protection services. Ensures the department incorporates up-to-date, efficient fire prevention, fire suppression, hazardous incident mitigation and emergency medical technologies into its procedures, equipment and methods. Recruits, performs back ground checks and trains new volunteer firefighters.

Fire Chief 9: Reports directly to the Mayor, and the Fire Chief will administer, plan, direct and control all aspects of the Ilwaco Volunteer Fire Department including the administration, fire suppression, fire prevention and rescue activities of the department as authorized by and in compliance with all City Ordinances, State or Federal laws. The Fire Chiefs administrative duties include the direct control of equipment purchasing, department expenditures, the preparation of the budget and the hiring, assigning, or the appointment and termination of Officers and Volunteer members. The Fire Chief is responsible for Fire Code review, corrective code improvements, the compliance and the approval of building plans. The Fire Chief shall carry out all of the duties included in Fire Chief 8, and additional duties as required.

Fire Chief 10: Reports directly to the Mayor, and the Fire Chief will develop a long-range capital plan for apparatus replacement, personnel changes, the need for additional fire stations, the maintenance of all of the fire facilities, the relocation and/or replacement. The Fire Chief will participate in local and regional emergency preparedness drills and the planning process. The Fire Chief shall ensure that adequate mutual aid agreements are in place for major emergency incidents. The Fire Chief shall carry out all of the duties included in Fire Chief 8 and 9, and, any additional duties as required.

Fire Chief 11 Reports directly to the Mayor and shall carry out all duties included in Fire Chief 8, 9 and 10, and, any additional duties as required. The Fire Chief shall ensure that the Mayor,

Council and all Department heads, and staff participate in Natural Disaster preparedness drills, the understanding of the National Incidents Management System (NIMS), including their job requirements, responsibilities and Federal Documentation requirements during a disaster.

Fire Chief 12 Reports directly to the Mayor and shall carry out all duties included in Fire Chief 8, 9, 10 and 11, and, represents the department at various local and state training seminars, hearings and meetings. Fire Chief 12 is responsible for managing and coordinating and serving as Incident Commander (IC) in the City's Emergency Operation Center (EOC) during Major Events.

CITY OF ILWACO

ORDINANCE NO. XXX EXHBIT B

2016 PAY TABLE (Effective _____ XX, 2016)

2016

City of Ilwaco
Exempt Employee Annual Salary Scale

Step	1	2	3	4	5	6	7	8	9	10
Grade	Years to Step	1	1	1	2	2	2	3	3	3
3	22517	23268	24018	24769	25520	26271	27022	27773	28524	29274
4	25276	26119	26962	27804	28647	29490	30332	31175	32018	32860
5	28280	29223	30166	31109	32053	32996	33939	34882	35825	36769
6	31524	32575	33626	34678	35729	36781	37832	38883	39935	40986
7	35031	36198	37365	38533	39700	40867	42034	43202	44369	45536
8	38795	40088	41381	42674	43967	45260	46553	47846	49139	50431
9	42850	44278	45707	47135	48564	49992	51421	52849	54278	55706
10	47188	48760	50333	51906	53479	55051	56624	58197	59770	61342
11	51907	53635	55362	57078	58807	60512	62237	63965	65692	67420
12	57674	59594	61513	63420	65341	67236	69152	71072	72991	74911
13	63378	65279	67237	69254	71332	73472	75676	77947	80285	82694

2016

City of Ilwaco
Non-Exempt/Hourly Employee Hourly Rate of Pay Scale

Step	1	2	3	4	5	6	7	8	9	10
Grade	Years to Step	1	1	1	2	2	2	3	3	3
3	10.83	11.19	11.55	11.91	12.27	12.63	12.99	13.35	13.71	14.07
4	12.15	12.56	12.96	13.37	13.77	14.18	14.58	14.99	15.39	15.80
5	13.60	14.05	14.50	14.96	15.41	15.86	16.32	16.77	17.22	17.68
6	15.16	15.66	16.17	16.67	17.18	17.68	18.19	18.69	19.20	19.70
7	16.84	17.40	17.96	18.53	19.09	19.65	20.21	20.77	21.33	21.89
8	18.65	19.27	19.89	20.52	21.14	21.76	22.38	23.00	23.62	24.25
9	20.60	21.29	21.97	22.66	23.35	24.03	24.72	25.41	26.09	26.78
10	22.69	23.44	24.20	24.95	25.71	26.47	27.22	27.98	28.74	29.49
11	24.96	25.79	26.62	27.44	28.27	29.09	29.92	30.75	31.58	32.41
12	27.73	28.66	29.58	30.49	31.41	32.32	33.24	34.17	35.09	36.01
13	30.89	31.81	32.77	33.75	34.76	35.81	36.88	37.99	39.13	40.30



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SUMMARY

Issue: Revisions and additions to Title 15 Ilwaco Municipal Code (IMC) creating operating standards for vacation rentals in Ilwaco. The proposed code adds a new section under Title 15 IMC, adds the zoning districts where vacation rentals are allowed to the Land Use Table, and adds operating standards for vacation rentals.

Environmental Review: The proposed ordinance is a non-project action as defined in WAC 197-11-774 and requires, at minimum, a SEPA checklist and threshold determination. No SEPA checklist has been completed to date since final language of the proposed plan has not been created.

60-Day Review: As a development regulation, the ordinance is subject to a state review and comment period. Per RCW 36.70A.106, the ordinance must be submitted to the state Department of Commerce at least 60 days prior to its adoption. It should be in as close to final form as possible, as any substantive amendments after state review may require resubmittal.

Planning Commission Review: The Ilwaco Planning Commission recommended on February 2, 2016, that the draft ordinance be adopted by the City Council.

Comprehensive Plan Consistency: The ordinance is consistent with 2015 Ilwaco Comprehensive Plan. The plan emphasizes creating and encouraging a year-round economy that additionally addresses seasonal tourism. Vacation rentals are specifically addressed in the land-use element as an option to include in the expansion of housing options within the city. Policy 2.6 under Housing Diversity (page 13) specifically states that the City will continue to encourage the development of housing for seasonal residents that includes single-family homes, condominium, and apartments. Many of these housing types may be used for short-term vacation rentals.

The comprehensive plan also assumes that there will likely be a growing part-time or seasonal population in Ilwaco, and that some of the seasonal visitors may become full-time residents.

Public Hearing: The Ilwaco City Council held a public hearing on the draft vacation rental ordinance on April 11, 2016 and received comments from the public.

Recommendation: The City Planner recommends that City Council continue to discuss and provide feedback on the proposed draft language.

OVERVIEW OF PROPOSED ORDINANCE

Section 1:

Section 1 of the proposed ordinance addresses the definitions currently found in the IMC. This section adds three definitions including Itinerant Lodging, Long-Term Lodging and Vacation Rental. These definitions provide a framework for understanding the different types of lodging that are addressed in the proposed ordinance.

“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. 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.

The definition of itinerant lodging attempts to cover multiple types of lodging that may be rented for periods of 30 days or less. The opposite of itinerant lodging is referred to as Long-Term Lodging.

“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.

Long-Term Lodging refers to units or facilities that exceed 30-day rental periods.

“Vacation Rental” means the use of a dwelling unit or portion thereof as itinerant lodging. See also definition of “Itinerant Lodging.”

The definition of Vacation Rental in Section 1 of the proposed ordinance covers the unit or part of the unit that is being rented for periods of 30 days or less.

Section 2:

Section 2. Section 2 of Ordinance 791 (2011), codified as IMC 15.29.045, is hereby repealed.

Section 2 of the proposed ordinance would repeal IMC 15.29.045, which details standards for ‘Short-Term Rental of Dwelling Units’ in the R-3 Resort District zone. With the removal of this section, all vacation rentals would be covered under proposed Chapter 15.41 IMC outlined in Section 3 of the proposed ordinance.

Section 3:

Section 3 of the proposed ordinance would create a new chapter in the IMC entitled Vacation Rentals. This section establishes regulations for the siting and operation of vacation rentals in all zoning districts. Comments received by councilmembers and the public at the April 11, 2016 public hearing were incorporated into the updated draft language. Planner's comments are shown below throughout the draft language.

Section 3. A new Chapter 15.41 of the Ilwaco Municipal Code is hereby created to read as follows:

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. Subject to the requirements in this chapter, 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; provided, that vacation rentals located within the C-1 and C-2 zoning districts shall not be allowed on the ground floor of a structure.

B. Subject to the requirements in this chapter, vacation rentals are allowed as a conditional use within the R-1 and R-2 zoning districts.

C. Vacation rentals shall meet all applicable requirements of the zoning district to the satisfaction of the Ilwaco planning department and Fire Marshal.

D. Except in the C-1 zoning district, one (1) off-street parking space shall be provided for each bedroom in the vacation rental, but in no event shall fewer than two (2) spaces be provided.

Planner's Comment: Changes made since the June staff report and ordinance are that section C was changed so that the planning department and Fire Marshal could determine if the property met the applicable zoning standards. Previous language required the potential vacation rental to meet all zoning regulations including lot coverage, setbacks, and maximum heights. This was changed since there are a substantial amount of structures in

Ilwaco that are allowed for residences that don't meet all zoning standards. The updated language acknowledges this and makes allowances for more properties to potentially have the option of becoming a short term vacation rental.

15.41.030 Conditions.

- A. A maximum of two (2) persons over the age of two (2) is allowed per legal bedroom, plus an additional two (2) persons per dwelling unit.
 - a. The number of available bedrooms shall be determined by the Fire Marshall as part of the annual fire safety inspection.
 - b. All bedrooms must have means of egress.

Planner's Comment: Occupancy allowance changes were updated on feedback provided by Rich Marshall and City Council on April 11, 2016. Removing the cap of up to 12 persons can allow for larger units to have more people in the vacation rental. The proposed language creates a sliding scale that determines occupancy based on the number of legal bedrooms. Based on discussions with the building inspector it was determined that the number of legal bedrooms would be determined by the Fire Marshall as part of the annual fire inspection required in the following sections. Additionally, the requirement of the means of egress provide some determination of what is a legal bedroom.

B. A City business license is required per Chapter 5.04 IMC , and all transient occupancy tax (Chapter 3.24 IMC), sales and use tax (Chapter 3.16 IMC), and business and occupation tax (Chapter 3.18 IMC) provisions apply.

C. The property owner shall be responsible for the following:

1. Ensuring that weekly solid waste collection is provided during all months that a vacation rental is used for short-term rental occupancy. Weekly solid waste collection shall not be on the basis of as-needed service, but ongoing weekly solid waste service even when the unit might be unoccupied. Vacation rentals units located with a clustered development may utilize a shared solid waste collection facility.

2. Providing an operating "land line" telephone in the unit for emergency notifications.

3. Conspicuously posting and maintaining the following information inside the vacation rental:

a. A copy of the property owner's business license.

b. The vacation rental's maximum occupancy.

c. Location of assigned off-street parking, if applicable.

d. Documentation of annual fire safety inspection signed by the Ilwaco Fire Marshal.

e. Relevant public notices issued from the Fire Marshal regarding fireworks.

f. 24-hour contact information for the property owner or local representative.

g. A copy of the official Pacific County Emergency Management tsunami evacuation route map.

h. An operable, National Oceanic and Atmospheric Administration weather alert radio.

i. Renter responsibilities, which shall at minimum include:

(1) Do not trespass on private property.

(2) Do not litter.

(3) Do not create a noise disturbance.

D. Where a provision of this section conflicts with a provision of a lawful and recorded restrictive covenant, the more restrictive provision shall apply; provided, that the City does not enforce restrictive covenants.

E. An informational sign must be posted conspicuously inside the vacation rental.

15.41.040 Violations.

Violations of this chapter shall be subject to the general penalty provisions in Chapter 1.20 IMC.

Planner's Comments: Updates since the June Council meeting include the addition of requiring the short term vacation rental to obtain and post documentation that the property has passed an annual fire safety inspection conducted by the Fire Marshal. The fire safety inspection will cover several elements including 1) inspection for fire code violations and fire safety concerns, 2) inspection for building code violations, and 3) determine the number of legal bedrooms available in the unit. Building code violations will be referred to the building inspector per existing fire code regulations.

Additional changes included adding a provision requiring the posting and maintaining of public notices issued by the Fire Marshal regarding fireworks in the rental. Additionally, the term 'battery operated' was removed in regards to the NOAA radio. Stating that the radio must be operable allows for additional types of radios such as a hand crank radio.

Section 4:

Section 4 of the proposed draft ordinance amends IMC 15.44.020 (land use table). ‘Short term rental of dwelling units’ has been removed from the residential element of the land use table. ‘Vacation rentals’ has been added to the Retail Trade and Services section and an “A” has been added to the zoning districts under which a Vacation Rental is an allowed use: R-3, R-4, R-5, C-1, C-2, and M-1. The zoning districts R-1, R-1S, and R-2 are left blank to indicate they may be permitted with a conditional use per IMC 15.44.010 (B).

Section 5:

Section 5 amends IMC 15.46.040 Parking standards for specific activities. The text amendments include moving ‘Hotels’ out of the ‘Living Activities’ element and into the ‘Commercial Activities’ element in order for the municipal code to be consistent with the land use table. ‘Vacation Rentals’ is added as number 12 in the ‘Commercial Activities’ element with the language proposed in IMC 15.41.020 (D). Additional text amendments include adding vacation rentals in IMC 15.46.040 (G).

FUTURE STEPS

1. Finalize language for proposed vacation rental ordinance
2. Develop Findings of Fact and Conclusions of Law related to final proposed ordinance
3. Submit 60-day Notice of Intent to Adopt to the state Department of Commerce
4. Complete SEPA checklist and issue threshold determination

ATTACHMENTS:

1. Updated Draft Ordinance with annotated comments.

Sam Rubin
Ilwaco City Planner

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

WHEREAS, there has been considerable growth in casual vacation rentals in private homes or portions of private homes via such online services as Airbnb and VRBO; and

WHEREAS, the City Council and Planning Commission wish to allow Ilwaco homeowners to provide short-term vacation rentals, while at the same time, to protect public interest and to avoid undesirable impacts upon existing neighborhoods; 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 XXXXXXXXXXXX, about which no comments were received; and

WHEREAS, the Ilwaco City Council conducted a public hearing on the proposed code amendments on April 11, 2016, 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. IMC 15.04.020 is hereby 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.

“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 ensue 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 or portion thereof as itinerant lodging. See also definition of “Itinerant Lodging.”

“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 IMC 15.29.045, is hereby repealed.

Section 3. A new Chapter 15.41 of the Ilwaco Municipal Code is hereby created to read as follows:

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. Subject to the requirements in this chapter, 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; provided, that vacation rentals located within the C-1 and C-2 zoning districts shall not be allowed on the ground floor of a structure.

B. Subject to the requirements in this chapter, vacation rentals are allowed as a conditional use within the R-1 and R-2 zoning districts.

C. Vacation rentals shall meet all applicable requirements of the zoning district to the satisfaction of the Ilwaco planning department and Fire Marshal. ~~in which they are located, including but not limited to setbacks; maximum height; lot coverage standards; and requirements for signs, landscaping, and nonpermanent equipment.~~

D. Except in the C-1 zoning district, one (1) off-street parking space shall be provided for each bedroom in the vacation rental, but in no event shall fewer than two (2) spaces be provided.

15.41.030 Conditions.

A. ~~A~~—A maximum of two (2) persons over the age of two (2) is allowed per legal bedroom, plus an additional two (2) persons per dwelling unit.

- a. The number of available bedrooms shall be determined by the Fire Marshall as part of the annual fire safety inspection.
- b. All bedrooms must have means of egress.

B. A City business license is required per Chapter 5.04 IMC , and all transient occupancy tax (Chapter 3.24 IMC), sales and use tax (Chapter 3.16 IMC), and business and occupation tax (Chapter 3.18 IMC) provisions apply.

C. The property owner shall be responsible for the following:

- 1. Ensuring that weekly solid waste collection is provided during all months that a vacation rental is used for short-term rental occupancy. Weekly solid waste collection shall not be on the basis of as-needed service, but ongoing weekly solid waste service even when the unit might be unoccupied. Vacation rentals units located with a clustered development may utilize a shared solid waste collection facility.
- 2. Providing an operating “land line” telephone in the unit for emergency notifications.
- 3. Conspicuously posting and maintaining the following information inside the vacation rental:
 - a. A copy of the property owner’s business license.

- b. The vacation rental's maximum occupancy.
- c. Location of assigned off-street parking, if applicable.
- d. Documentation of annual fire safety inspection signed by the Ilwaco Fire Marshal.
- e. Relevant public notices issued from the Fire Marshal regarding fireworks.
- fd. 24-hour contact information for the property owner or local representative.
- ge. A copy of the official Pacific County Emergency Management tsunami evacuation route map.
- hf. An operable, ~~battery-powered~~ National Oceanic and Atmospheric Administration weather alert radio.
- ig. Renter responsibilities, which shall at minimum include:
 - (1) Do not trespass on private property.
 - (2) Do not litter.
 - (3) Do not create a noise disturbance.

D. Where a provision of this section conflicts with a provision of a lawful and recorded restrictive covenant, the more restrictive provision shall apply; provided, that the City does not enforce restrictive covenants.

E. An informational sign must be posted conspicuously inside the vacation rental.

15.41.040 Violations.

Violations of this chapter shall be subject to the general penalty provisions in Chapter 1.20 IMC.

Section 4. IMC 15.44.020 is hereby amended to read as follows:

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	-	-	-	-	-	-
Planned unit and cluster developments				A						

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		
Bakery, wholesale only								A	A	

Bar, tavern, micro-brewery with retail				A			A	A		
Beauty parlor/barber shop/personal service				A	A	A	A	A		
Bed and breakfast establishment								A		
Boat accessories							A	A	A	
Books, stationary, office supplies				A			A	A		
Building materials (if housed), hardware store							A	A	A	
Camera and photography supply store, photo studio				A	A		A	A		
Campground					A	A				
Canoe and kayak rentals, service, and supplies				A	A		A	A	A	
Car wash								A	A	
Clothing store				A	A		A	A		
Computer, electronic store							A	A		
Convenience store				A	A		A	A	A	
Delicatessen, specialty food store				A	A		A	A	A	
Department store (in excess of 15,000 square feet)							A	A		
Drive-in restaurant								A		
Drive-in windows appurtenant to allowed use								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		
<u>Vacation rentals</u>				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		

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. IMC 15.46.040 is hereby amended to read as follows:

15.46.040 Parking standards for specific activities.

The requirement of one space per dwelling unit may be reduced to no less than one space for every two dwelling units plus employee parking as determined by the city planner (except multiple dwellings for senior citizens). The city planner shall base his decision on the following:

- A. Availability for private, convenient, regular transportation services to meet the needs of the tenants;
- B. Accessibility to and frequency of public transportation;
- C. Pedestrian access to health, medical and shopping facilities;
- D. Minimum age requirement to reside in subject apartments;
- E. Special support services offered by the facility.

Special parking for recreational vehicles will not be required as long as the facility does not permit recreational vehicles other than campers or vehicles that fit into a regular-sized parking stall. If recreational vehicles are to be stored on the development, they must be screened and fenced. Compact stalls will not be permitted except for one-third of the required employee parking.

Parking standards for specific activities are as follows:

Activity	Number of Parking Spaces
A. Living Activities	
1. Dwellings:	
a. Single-family	Two parking spaces per single/family dwelling
b. Two family	Two parking spaces per dwelling unit
c. Multifamily and apartment	<p>One parking space per unit for apartments of four hundred (400) square feet or less of floor area in all sized developments; two parking spaces for each dwelling unit for developments with forty-nine (49) or less dwelling units; one and eight-tenths parking spaces per dwelling unit for developments of fifty (50) or more dwelling units. For developments of fifty (50) or more dwelling units, one parking space for each fifteen (15) dwelling units for recreational vehicles. Recreational vehicle parking spaces shall be in defined, fenced and screened areas with a minimum of six foot high sight obscuring fences or landscaping as determined by the city planner, or the developer may provide areas of usable open space equal to that area that would be required for recreational vehicle parking. A vehicle less than twenty (20) feet long that is used as primary transportation is not subject to recreational vehicle parking regulations. If open space in lieu of recreational vehicle parking is provided, its appropriateness will be determined at the time of development</p>

Activity	Number of Parking Spaces
	<p>plan review by the city planner. Only garages which are accessed by driveways eighteen (18) feet in length shall meet the definition of parking space, as required by this title. Garages without the driveway of required length are permitted, but shall not be counted toward the parking space requirements of this title.</p>
d. Multiple dwellings for senior citizens	<p>One parking space for each four dwelling units</p>
e. Exceptions for senior citizen apartments in multifamily and apartment houses	<p>Approved building plans must show one and eight-tenths spaces per dwelling unit. The additional spaces, plus any required landscaping, shall be installed if at any time the structure is not used for senior citizen apartments</p>
2. Boarding houses and lodging	<p>One parking space for the proprietor, plus one space per sleeping room for boarders or lodging use, plus one additional space for each four persons employed on the premises</p>
3. Mobilehomes	<p>Two parking spaces for each mobilehome site, plus one screened space for each ten (10) lots for recreational vehicles</p>
4. Travel trailers	<p>One parking space for each trailer site</p>
5. Hotels	<p>One parking space for each guest room, plus two parking spaces for each three employees</p>
B. Commercial activities	

Activity	Number of Parking Spaces
1. Banks	One parking space for each two hundred (200) square feet of gross floor area, except when part of a shopping center
2. Professional and business offices	One parking space for each two hundred and fifty (250) square feet of gross floor area, except when part of a shopping center
3. Shopping centers	Four and one-half spaces per one thousand (1,000) square feet of gross leasable area (GLA) for centers having GLA of less than four hundred thousand (400,000) square feet, and five spaces per one thousand (1,000) square feet of GLA for centers having a GLA of over four hundred thousand (400,000) square feet
4. Restaurants, nightclubs, taverns, and lounges	One parking space for each one hundred (100) square feet of gross floor area, except when part of a shopping center
5. Retail stores, supermarkets, department stores and personal service shops	One parking space for each two hundred (200) square feet of gross floor area, except when located in a shopping center
6. Other retail establishments, furniture, appliance, hardware stores, household equipment service shops, clothing or shoe repair shops	One parking space for each five hundred (500) square feet of gross floor area, except when located in a shopping center
7. Drive-in business	One parking space for each one hundred (100) square feet of gross floor area, except when located in a shopping center
8. Uncovered commercial area, new and used car lots, plant nursery	One parking space for each five thousand (5,000) square feet of retail sales area in

Activity	Number of Parking Spaces
9. Motor vehicle repair and services	<p>addition to any parking requirements for buildings, except when located in a shopping center</p> <p>One parking space for each four hundred (400) square feet of gross floor area, except when part of a shopping center</p>
10. Industrial showroom and display	One parking space for each five hundred (500) square feet of display area
11. Hotels	One parking space for each guest room, plus two parking spaces for each three employees
12. Vacation rentals	One (1) off-street parking space for each bedroom; provided, that no fewer than two (2) spaces shall be provided.
1. Manufacturing, research and testing laboratories, creameries, bottling establishments, bakeries, canneries, printing and engraving shops	One (1) parking space for each one thousand (1,000) square feet of gross floor area. For parking requirements for associated office area, see Professional and Business Offices.
2. Warehouses and storage buildings	One (1) parking space for each two thousand (2,000) square feet of gross floor area, including office area.
3. Speculative warehouse and industrial buildings with multiple use or tenant potential	One parking space for each one thousand (1,000) square feet of gross floor area if building size is less than one hundred thousand (100,000) square feet, or one parking space for each two thousand (2,000) square feet of gross floor area for buildings which exceed one hundred thousand (100,000) square feet gross of

Activity	Number of Parking Spaces
	<p>floor area. This is a minimum requirement and valid for construction permit purposes only. Final parking requirements will be based upon actual occupancy</p>
D. Recreation amusement activities	
<p>1. Auditoriums, theaters, places of public assembly, stadiums and outdoor sports areas</p>	<p>One parking space for each four fixed seats, or one parking space for each one hundred (100) square feet of floor area of main auditorium or of principal place of assembly not containing fixed seats, whichever is greater</p>
<p>2. Bowling alleys</p>	<p>Five spaces for each alley, except when located in a shopping center</p>
<p>3. Dance halls and skating rinks</p>	<p>One parking space for each two hundred (200) square feet of gross floor area, except when located in a shopping center</p>
<p>4. Golf driving ranges</p>	<p>One parking space for each driving station</p>
<p>5. Miniature golf courses</p>	<p>One parking space for each two hundred (200) square feet of gross floor area. Such spaces shall be located adjacent to the building and shall be designated for visitors by signing or other special markings</p>
<p>6. Recreational buildings, whether independent or associated with a multifamily complex</p>	<p>One parking space for each two hundred (200) feet of gross floor area. Such spaces shall be located adjacent to the building and shall be designated for visitors by signing or other special markings</p>
E. Educational activities	

Activity	Number of Parking Spaces
1. Senior high schools, public, parochial and private	One space for each employee plus one space for each ten (10) students enrolled. In addition, if buses for the transportation of children are kept at the school, one off-street parking space shall be provided for each bus, of a size sufficient to park each bus
2. Elementary, middle and junior high	Two and one-half parking spaces for each employee. In addition, if buses for transportation of students are kept at the school, one off-street parking space shall be provided for each bus, of a size sufficient to park each bus.
One additional parking space for each one hundred (100) students shall be provided for visitors in the vicinity of or adjacent to the administration portion of the building or complex. Such parking spaces shall be so designated by signing or other special marking as approved by the city planner	
3. Libraries and museums	One parking space for each two hundred fifty (250) square feet in office and public use
4. Nursery schools and day care centers	One parking space for each employee, plus loading and unloading areas
F. Medical activities	

Activity	Number of Parking Spaces
1. Medical and dental offices	One parking space for each two hundred (200) square feet of gross floor area, except when located in a shopping center
2. Convalescent, nursing and health institutions	One parking space for each two beds, plus one parking space for each staff doctor, plus one parking space for each three employees
3. Hospitals	One parking space for each three beds, plus one parking space for each staff doctor, plus one parking space for each three employees
G. Religious activities	
1. Churches	One space for each five seats in the main auditorium, provided that the spaces for any church shall not be less than ten (10). For all existing churches enlarging the seating capacity of their auditoriums, one additional parking space shall be provided for each five additional seats provided by the new construction. For all existing churches making structural alterations or additions which do not increase the seating capacity of the auditorium, no additional parking need be provided
2. Mortuaries or funeral homes	One parking space for each one hundred (100) square feet of floor area of assembly rooms

F. Other Uses. For uses not specifically identified in this section, the amount of parking required shall be determined by the city planner, based on parking required for similar uses, and, if appropriate, documentation provided by the applicant.

G. Mixed Occupancies or Mixed Use if One Occupancy. In the case of two or more uses in the same building, the total requirements for off-street parking facilities shall be the sum of the requirements for the several uses computed separately, except in shopping centers and vacation rentals. Off-street parking facilities for one use shall not be considered as providing required parking facilities for any other use, except as permitted in subsection H of this section pertaining to joint use.

H. Joint Use. The joint use of parking facilities may be authorized only for those uses which have dissimilar peak hour parking demands or parking facilities in excess of the requirements set out in this title. The following conditions must be fulfilled before a joint use facility is allowed:

1. The facility must be located within a radius of five hundred (500) feet of the buildings or use areas it is intended to serve;
2. Documentation of dissimilar peak hour parking demands must be provided by the applicant; and
3. The subject property shall be legally encumbered by an easement or other appropriate means which provides for continuous joint use of the parking facilities. Documentation shall require review and approval of the city attorney.

I. Employee Parking. Where employee parking will be maintained separately and in addition to parking for the general public, the regulations of this subsection shall apply:

1. Minimum parking stall sizes, aisle widths and percentage of compact car stall shall be as per other requirements in this chapter.
2. Employee parking must be clearly identified as such and not become parking for the general public.
3. If the employee parking is changed to parking for the general public, the normal regulations for off-street parking shall be in force.
4. Employee parking shall not be in lieu of parking requirements per activity as stated in this section.

J. Temporary Parking Facilities. Temporary parking facilities may be permitted by the city planner when it has been shown that:

1. The existing use of the subject property has adequate legal nonconforming parking or that existing parking conforms to the applicable standards of this title;
2. The temporary parking facility is primarily intended to serve the public at large and not the existing use on the property;
3. The temporary parking facility serves a public need;
4. The temporary facility meets the following minimum standards:
 - a. There shall be a minimum of two hundred eighty-five (285) square feet gross area per stall.
 - b. The pavement section shall be a minimum of four inches of five-eighths inch minus C.R. crushed rock with bituminous surface treatment, subject to city planner review.
 - c. On-site drainage control and detention shall be provided per the drainage ordinance.
 - d. Ingress and egress and interior circulation and perimeter control shall be subject to city planner approval.

K. Compact Car Parking.

1. Parking stall size shall be a minimum of eight feet by seventeen (17) feet. Aisle width shall be per the requirements of Section 15.46.080 and Diagram 2 following this chapter.
2. Compact car parking spaces shall be clearly identified by signing or other marking as approved by the city planner.
3. Compact car parking spaces shall not exceed thirty (30) percent of the total required parking, and shall not be interspersed equally throughout the entire parking area.
4. See Section 15.46.080 and Diagram 2 following this chapter for typical compact car stall arrangements.
5. No more than four compact car parking stalls shall be placed side-by-side, or eight head-to-head. (Ord. 627 (part), 1999)

Section 6. 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 7. 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

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 7/11/2016 Council Business Item:

B. Issue/Topic: **DWSRF Sahalee Water Systems Improvements**

C. Sponsor(s):

1. **Cassinelli**
- 2.

D. Background (overview of why issue is before council): The City was awarded a Drinking Water State Revolving Fund loan in early 2016. This loan will work in conjunction with the DOE loan already in place to fund the sewer portion of the reconstruction. This loan includes both preconstruction and construction.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details): The city has awaited this approval to begin design for the whole system reconstruction, as it is ideal to replace both utilities at the same time. Gray and Osborne has been instrumental in preparing these loan applications and are ready to begin on design.

F. Impacts:

1. Fiscal: This loan has a 20 year term and an interest rate of 1.5%, the total amount of the loan is \$868,095 including both pre-con and construction. This would create a loan payment of roughly 44,055 per year which has already been incorporated into the water fund proforma.
2. Legal: The city attorney has reviewed this document.
3. Personnel:
4. Service/Delivery:

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

H. Time Constraints/Due Dates:

I. Proposed Motion: **I move to authorize the mayor to execute Municipal Loan Contract Number DM16-952-020 for \$868,095 for Sahalee Subdivision Water Systems Improvements.**



STATE OF WASHINGTON
DEPARTMENT OF HEALTH

OFFICE OF DRINKING WATER

PO Box 47822 • Olympia, Washington 98504-7822

Tel: (360) 236-3100 • Fax: (360) 236-2253 • TDD Relay Service: 1-800-833-6388

June 23, 2016

Mike Cassinelli
City of Ilwaco
PO Box 548
Ilwaco, WA 98624

Re: Final Determination: Section 106 Process No Historic Properties Affected and SERP Categorical Exemption
Section 106 Cultural Review Process and/or SERP Environmental Review Process
City of Ilwaco; Sahalee Subdivision Distribution System Improvements
DWSRF Project # 2015-042

Dear Mr. Cassinelli:

The Department of Health, Office of Drinking Water (the department) has concluded the City of Ilwaco successfully completed compliance requirements for the Section 106 Cultural Review of the National Historic Preservation Act (Section 106) and State Environmental Review Process (SERP) for the above Drinking Water State Revolving Fund's project.

If the City of Ilwaco decides to modify the scope of work or project area at any time, contact me immediately. Depending on the revision(s), another environmental and cultural review may be required.

If archaeological or historic materials are discovered during project activities, you must immediately adhere to the following:

- Stop all work in the vicinity.
- Secure the project area.
- Follow the Inadvertent Discovery Plan.
- Contact affected tribe's cultural staff/cultural committee/Chairperson, DAHP and the DOH.

If human remains are discovered during project activities, you must immediately

- Stop all work in the vicinity.
- Secure the project area.
- Notify law enforcement.
- Notify the county medical examiner/coroner.
- Follow the Inadvertent Discovery Plan.

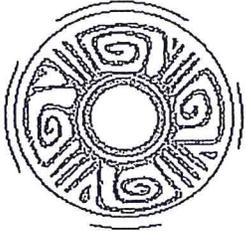
Mr. Cassinelli
June 23, 2016
Page 2

If you have any questions about either the Section 106 or SERP process, please contact me at 360-236-3106 or via e-mail DWSRF@doh.wa.gov. Thank you for your attention to this matter.

Sincerely,



Heather Youckton
Cultural/Historical and Environmental Coordinator



Washington State
Public Works Board

1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

June 23, 2016

Mike Cassinelli
P.O. Box 548
Ilwaco, WA 98624

RE: Loan Contract Number: DM16-952-020

Dear Mr. Cassinelli:

Enclosed are two originals of the Drinking Water State Revolving Fund Loan Contract Number identified above. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work and an Attorney's Certification as formal attachments.

When you have obtained the appropriate signatures, please return both original contracts and all the attachments to the Public Works Board within 60 calendar days of the date of this letter. Failure to return the contracts within this timeline may result in your loan offer being withdrawn.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

If the loan fee applies, the amount of the loan includes an amount sufficient to cover a one-percent loan administration fee. The fee will be collected at contract execution, and is non-refundable. Please review the terms and conditions of the Loan Contract carefully, as well as the attachments.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Board or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred, and which have supporting documentation such as receipts or bills.

Administrative services provided by the Department of Commerce

(360) 725-3150

Fax (360) 586-8440

www.pwb.wa.gov

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Jeff Hinckle
Project Manager
Federal Programs Unit
360-725-3060
jeff.hinckle@commerce.wa.gov

Enclosures:

ATTACHMENT I: ATTORNEY'S CERTIFICATION

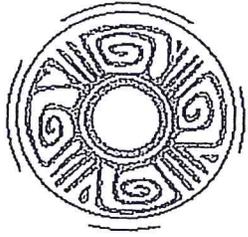
ATTACHMENT II: FEDERAL AND STATE REQUIREMENTS

ATTACHMENT III: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

ATTACHMENT IV: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

ATTACHMENT V: DWSRF ELIGIBLE PROJECT COSTS

ATTACHMENT VI: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENT ENTITIES



**Washington State
Public Works Board**

1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

Capital Agreement between:

**City of Ilwaco
and**

Public Works Board

For:

Project Name: Sahalee Subdivision Distribution System Improvements
Loan Number: DM16-952-020
Loan Type: DWSRF NT

Contract Start Date: _____ **Contract Execution Date** _____



Department of Commerce

Innovation is in our nature.

Washington State Department of Commerce
www.commerce.wa.gov

DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Ilwaco
Loan Number: DM16-952-020
Award Year: 2016
State Wide Vendor Number: SWV0018026-00

PROJECT INFORMATION

Project Title: Sahalee Subdivision Distribution System Improvements
Project City: Ilwaco
Project State: Washington
Project Zip Code: 98624

LOAN INFORMATION

Loan Amount: \$868,095
Loan Fee (Included in loan amount if applicable): \$8,595
Loan Forgiveness %: 0%
Loan Term: 20 Years
Interest Rate: 1.5%
Payment Month: October 1st
Earliest Date for Construction Reimbursement: 7/1/2015
Time of Performance: 48 months from Contract execution date to Project Completion date.

FUNDING INFORMATION

Total Amount of Federal Award (as applicable) [To be determined]
Federal Award Date [To be determined]
Federal Award ID # (FAIN) [To be determined]
Amount of Federal Funds Obligated by this action [To be determined]
Awarding Official [To be determined]

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

The following sections of this contract are hereby deleted:

Section 2.2 - ADMINISTRATIVE COST ALLOCATION (final sentence): "An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed".

Section 2.24. - INDIRECT COSTS (entire section).

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the Contractor payable solely from the net revenue of the Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The Board grants the Contractor the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan Contract. This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer, or solid waste utility project.

DECLARATIONS (continued)

Loan Number:

DM16-952-020

Project Title:

Sahalee Subdivision Distribution System Improvements

Scope of Work:

Design and install approximately 3,000 lf of approximately 8-inch water main to serve the Sahalee Subdivision area. The new water main will include hydrants and valves.

In addition to costs of construction, costs may include (but are not limited to): engineering, cultural and historical resources review, permits, public involvement, and bid documents needed to meet local, state, and federal standards.

CONTRACT FACE SHEET
Contract Number: DM16-952-020
Drinking Water State Revolving Fund (DWSRF)
2016

1. Contractor City of Ilwaco 120 1st Ave N Ilwaco, WA 98624		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$868,095	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date October 1, 2036
9. Federal Funds (as applicable) N/A		Federal Agency EPA	
		CFDA Number 66.468	
10. Tax ID # N/A	11. SWV # SWV0018026-00	12. UBI #	13. DUNS # 3206976
14. Contract Purpose The purpose of this Contract is to provide funding for a project of a local government that furthers the goals and objectives of the Drinking Water State Revolving Fund Loan Program. The project will be undertaken by the Contractor and will include the activities described in the Declared Scope of Work. The Board, defined as the Washington State Public Works Board, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Declarations Page; Attachment I: Attorney's Certification; Attachment II: Federal and State Requirements; Attachment III: Disadvantaged Business Enterprise Requirements; Attachment IV: Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Attachment V: DWSRF Eligible Project Costs; and Attachment VI: Labor Standard Provisions for Subrecipients that are Governmental Entities.			
FOR THE CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 30th Day of November, 2015 _____ Bob Ferguson Attorney General <i>Signature on file</i> _____ Kathryn Wyatt Assistant Attorney General	

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CONTRACT TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND NEW TRADITIONAL (MUNICIPAL)

Part 1. SPECIAL TERMS AND CONDITIONS

1.1. DEFINITIONS

As used throughout this Drinking Water State Revolving Fund Loan Contract, the following terms shall have the meaning set forth below:

- A. AWARD YEAR shall mean the calendar year in which the funds were awarded to the Board for use in making loans under this program.
- B. "Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- C. "Contract" shall mean this Drinking Water State Revolving Fund Loan.
- D. "Contractor" shall mean the Local Government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- E. The "Contract End Date" shall mean the date the contract expires. This date shall occur in the final year of the LOAN TERM unless otherwise amended, as counted from the AWARD YEAR. The actual date of contract execution shall have no effect on the Contract End Date.
- F. "Deferral Period" shall be from the date of contract execution until the date of project completion. The Deferral Period shall not exceed 4 years in length.
- G. "Department of Commerce" and "Commerce" shall mean the Washington State Department of Commerce.
- H. "Department of Health" shall mean the Washington State Department of Health, Office of Drinking Water, who is the recipient of the Drinking Water State Revolving Fund grant and regulates drinking water systems in the State of Washington.
- I. "Iron and steel products" are the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- J. PAYMENT MONTH shall mean the day and month of the year in which payments are due.

1.2. AUTHORITY

Acting under the authority of RCW 70.119A.170 and RCW 43.155.040, the Board has awarded the Contractor a Drinking Water State Revolving Fund loan for an approved project. The Contractor will be a sub-recipient of funds provided by the United States Environmental Protection Agency, CFDA Number 66.468, Title: Safe Drinking Water State Revolving Fund, award year of this contract.

1.3. PURPOSE

The Board and the Contractor have entered into this Contract to undertake a local project that furthers the goals and objectives of the Drinking Water State Revolving Fund Loan Program. The project will be undertaken by the Contractor and will include the activities described in the SCOPE OF WORK shown on the Declarations page. The project must be undertaken in accordance with the loan Program Special Terms and Conditions and all applicable federal, state and local laws and ordinances, including but not limited to those specifically enumerated in Attachment II: Federal and State Requirements, which by this reference are incorporated into this Contract as though set forth fully herein.

1.4. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and State of Washington statutes and regulations.

- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5. AMOUNT OF LOAN

The Board, using funds appropriated from the Drinking Water Assistance Account, shall loan the Contractor a sum not to exceed the amount shown as LOAN AMOUNT on the attached Declarations Page. This loan amount includes a loan fee, if applicable, which is shown on the Declarations Page as LOAN FEE.

1.6. LOAN FEE

If the loan fee applies, it will be assessed at loan execution.

The amount of the loan fee (if applicable) represents one percent (1%) of the loan request and shall not be reduced, regardless of the actual final loan amount at project completion. If the loan fee applies and the total loan amount is increased by amendment, an additional loan fee equal to one percent (1%) of the additional loan amount will be assessed at amendment execution. The amount of any loan fee will be displayed on the Declarations Page as LOAN FEE.

1.7. TERM OF LOAN

Unless otherwise amended, the term of the loan shall not exceed the period shown on the Declarations Page as LOAN TERM. The term shall start in the AWARD YEAR.

Except as herein provided, under no circumstances shall the loan repayment period exceed 20 years from the contract execution date.

The loan term may be extended for a disadvantaged community up to 30 years, provided that a recipient completes loan repayment no later than 30 years after project completion and the term of the loan does not exceed the expected design life of the project.

1.8. RATE AND LOAN FORGIVENESS

The interest rate shall be the declared INTEREST RATE per annum on the outstanding principal balance, based on a three hundred and sixty (360) day year composed of twelve (12) thirty (30) day months. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as LOAN FORGIVENESS %.

If project is completed within 24 months of contract execution and includes the basic interest rate, the interest rate will be decreased to one percent (1.0%) at project completion. The calculation of interest rate will apply to the remaining payments beginning from the date the Project Completion report is certified.

This loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.9. DISBURSEMENT OF LOAN PROCEEDS AND REQUIRED DOCUMENTATION

If funding or appropriation is not available at the time the Contractor submits a request for a loan disbursement, the issuance of a warrant will be delayed or suspended until such time funds become available. Therefore, subject to availability of funds, warrants shall be issued to the Contractor for payment of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared SCOPE OF WORK.

The loan funds will be disbursed to the Contractor as follows:

Ten percent (10%) of loan proceeds will be held until project completion. The total Drinking Water State Revolving Fund Loan shall not exceed one hundred percent (100%) of the actual eligible project costs.

When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the declared SCOPE OF WORK project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The purchase of any land necessary and integral to the project must be included in the declared SCOPE OF WORK and be documented with an appraisal or other market valuation and a valid purchase and sale agreement. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each A19 Reimbursement Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The Department of Commerce (Commerce) will not release payment for any reimbursement request received until the Project Status Report is received. After approving the Voucher and the Project Status Report, Commerce shall promptly release funds to the Contractor.

Construction expenses incurred after the date shown as EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT on the Declarations Page are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until the Contractor has met the following conditions:

- A. Issued a Notice to Proceed which follows the formal award of a construction contract;
- B. Completed the State Environmental Review Process;
- C. Complied with all provisions of Section 106 of the National Historic Preservation Act of 1966;
- D. Complied with Section 1.19: Prevailing Wage;
- E. Obtained approval from the Department of Health of the project report and related construction documents for all applicable activities described in the declared SCOPE OF WORK; and
- F. Complied with any other loan conditions required by Department of Health or The Board.

An electronic copy (emailed PDF or a FAX) of a signed A19 Reimbursement Voucher and other required documentation is the preferred method for requesting reimbursement. Submit the electronic requests to your Federal Programs Unit (FPU) representative or fax to 360-586-8440. This electronic submittal may be 25 pages or less. If you choose to send your vouchers and backup documentation electronically, please DO NOT mail in the original. You will receive email notification from your FPU representative that the electronic request has been received.

Commerce will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices may be submitted to Commerce not more often than monthly.

Payment shall be considered timely if made by Commerce within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, at its sole discretion, withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Board.

In the event that the Contractor receives reimbursement for costs that are later determined by the Board to be ineligible, these funds shall be repaid to the Drinking Water Assistance Account by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

At the time of project completion, the Contractor shall submit to the Board a Certified Project Completion Request certifying the total actual project costs, and a final voucher for the remaining eligible funds. The Certified Project Completion Request shall include a copy of the Construction Completion Report as submitted to Department of Health.

1.10. TIME OF PERFORMANCE

The Contractor shall begin the activities identified within the declared SCOPE OF WORK no later than thirty (30) days after Contract execution. No later than eighteen (18) months after Contract execution, the Contractor shall issue a 'Notice to Proceed', which follows the formal award of a construction contract.

The Contractor must reach project completion within the period specified on the Declarations Page as TIME OF PERFORMANCE.

Failure to meet Time of Performance within the time frame described in this section shall constitute default under this Contract, and as a result, this Contract may be terminated. In the event of extenuating circumstances, the Contractor may request, in writing, at least 90 days prior to the expiration of project completion date that the Board extend the deadline for project completion. The Board may extend the time of project completion.

1.11. PROJECT COMPLETION AMENDMENT AND THE CERTIFIED PROJECT COMPLETION REPORT

The Contractor shall initiate a Project Completion Amendment by submitting a Certified Project Completion Report when activities identified in the declared SCOPE OF WORK are complete and the Contractor agrees that no additional eligible costs will be reimbursed.

In the Project Completion Amendment, the Contractor will provide the following information to the Board:

- A. A certified statement of the actual dollar amounts spent, from all fund sources, in completing the project as described in the declared SCOPE OF WORK.
- B. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.
- C. A copy of the Department of Health Construction Completion Report as submitted to Department of Health.
- D. Evidence documenting compliance with audit requirements as referenced in Section 1.27.
- E. A final voucher for the remaining eligible funds.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount and term of the loan.

1.12. REPAYMENT

An assistance recipient begins annual repayment of the loan no later than one year after contract execution. The first repayment installment is due on the first day of the month shown as PAYMENT MONTH on the Declarations Page. Interest only will be charged for this first payment if a draw is made prior to this date. All subsequent payments shall consist of principal and accrued interest due that month of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared INTEREST RATE per annum. Interest will begin to accrue from the date each payment is issued to the Contractor. The final payment shall be on or before the completion of the declared LOAN TERM, payable on or before the declared PAYMENT MONTH of an amount sufficient to bring the loan balance to zero.

The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.13. DEFAULT IN REPAYMENT

Loan repayments shall be made in accordance with Section 1.12 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be one percent (1%) per month or twelve percent (12%) per annum of the delinquent payment amount. These same penalty terms shall apply if the repayment of loan funds determined to be ineligible costs are not repaid within thirty (30) days as provided for in Section 1.9.

The Contractor acknowledges and agrees to the Board's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency. Contractor shall be responsible for all legal fees incurred by the Board in any action undertaken to enforce its rights under this section.

1.14. LOAN SECURITY

Loan Security may be required as a performance condition of this contract. If such performance condition is required it shall be indicated on the attached Declarations Page and identified therein as LOAN SECURITY CONDITION.

The Board grants the Contractor the right to issue future bonds and notes that constitute a lien and charge on the revenue source superior to the lien and charge of this Loan Contract. Nothing in this section shall absolve the Contractor of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this Contract.

1.15. HISTORICAL AND CULTURAL ARTIFACTS

The Contractor acknowledges that the project funded by this Contract is subject to Section 106 of the National Historic Preservation Act of 1966.

Contractor agrees that Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of Contractor's public works project funded under this Contract.

The Contractor agrees that, in no case shall construction activities, ground disturbance, or excavation of any sort, begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966, as amended.

In addition, the Contractor shall not conduct or authorize destructive project planning activities before completing compliance with Section 106 of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), Cultural Resources Program Manager at Washington State Department of Health, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact the concerned tribe's cultural staff or committee and DAHP.

The Contractor shall require the above provisions to be contained in all contracts for work or services related to the declared SCOPE OF WORK. In no case shall construction activities begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966.

In addition to the requirements set forth in this Contract, the Contractor agrees to comply with Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

1.16. FEDERAL AND STATE REQUIREMENTS

The Contractor assures compliance with all applicable federal, state and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project, including but not limited to those listed in Attachments II, III, and IV.

1.17. COMPETITIVE BIDDING REQUIREMENTS

Pursuant to 40 CFR, Section 33.501(b) and (c), the Contractor also agrees to create and maintain a bidders list for both Disadvantaged Business Enterprises (DBE) and Non-Disadvantaged Business Enterprises (non-DBE). The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of DBE and non-DBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote subcontracts on Environmental Protection Agency assisted projects, including both DBE and non-DBE. The bidders list must be kept at least until the grant project period has expired and the recipient is no longer receiving Environmental Protection Agency funding under the grant. For entities receiving identified loans, the bidders list must only be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors: entity's name with point of contact; entity's mailing address, telephone number, and e-mail address; the procurement on which the entity bid or quoted, and when; and, entity's status as a DBE or non-DBE.

The Contractor agrees to provide Environmental Protection Agency Form 6100-2 DBE Subcontractor Participation and Environmental Protection Agency Form 6100-3 DBE Subcontractor Performance to all its Disadvantaged Business Enterprise subcontractors.

The Contractor shall require Disadvantaged Business Enterprise provisions are contained in all contracts with any subcontractors for work or services related to the declared SCOPE OF WORK.

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Drinking Water State Revolving Fund program.

1.18. ELIGIBLE PROJECT COSTS

The Contractor assures compliance with Attachment V: DWSRF Eligible Project Costs, which identifies eligible costs for projects funded by Drinking Water State Revolving Fund loans.

1.19. PREVAILING WAGE

These terms supersede the terms in Section 2.33. Prevailing Wage Laws in General Terms and Conditions.

All contractors and subcontractors performing work on a construction project funded through this Contract shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for Board's review upon request; or,

The Davis Bacon Act, 40 USC 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

The Contractor agrees that the Contractor is legally and financially responsible for compliance with the prevailing wage requirements. Contractor is advised to consult the United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid.

The Contractor shall ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK shall insert in full, in any contract, the labor standards provisions listed in Attachment VI: Labor Standard Provisions for Subrecipients That Are Governmental Entities. Contractor shall report to the Board and/or the Department of Health that this requirement has been met as stated in this Contract.

1.20. FEDERAL EXCLUSION

These Terms add to the terms in Section 2.11. Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion – Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Contractor also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to the Board and to keep a copy on file with the Contractor's project records.

1.21. REGISTRATION WITH CENTRAL CONTRACTOR REGISTRATION (CCR)

By signing this Contract, the Contractor accepts the requirements stated in 48 CFR 52.204-7 to register with the Central Contractor Registration (CCR) database at the System for Awards Management (SAM) website. To register in SAM, a valid Data Universal Numbering System (DUNS) Number is required. The Contractor is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Contractor must remain registered in the SAM database after the initial registration. The Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Contractor shall provide evidence documenting registration and renewal of SAM registration to the Board.

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, the Board reserves the right to suspend payment until the Contractor cures this noncompliance.

1.22. RECORDKEEPING AND ACCESS TO RECORDS

These terms supersede the terms in Section 2.38. Records Maintenance in General Terms and Conditions.

The Board, the Board's agents, and duly authorized officials of the state and federal governments shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the Contractor and of persons, firms, or organizations with which the Contractor may contract, involving transactions related to this project and this Contract.

The Contractor agrees to retain these records for a period of six (6) years from the date that the debt is retired. This includes but is not limited to financial reports. 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.

1.23. REPORTS

The Contractor, at such times and on such forms as the Board may require, shall furnish the Board with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Contract including, but not limited to:

- A. Prevailing Wage decisions and/or changes
- B. Disadvantaged Business Enterprises utilization
- C. Project Status Reports with each Invoice Voucher
- D. Certified Project Completion Report at project completion (as described in Section 1.11)
- E. Other reports as the Board may require

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, the Board reserves the right to suspend payment until the Contractor cures this noncompliance.

1.24. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Amendments, modifications, assignments, and waivers to any of the terms of this contract supersede those terms as found in the original contract.

The Contractor may request an amendment of this Contract for the purpose of modifying the declared SCOPE OF WORK or for extending the time of performance as provided for in Section 1.10. Any revision to the SCOPE OF WORK or location of the project must be approved by the Department of Health. No modification or amendment resulting in an extension of time shall take effect until a request has been received and approved by the Board in accordance with Section 1.10.

During the term of this loan, any change in ownership of the water system(s) improved with funds received by the Contractor under this Contract must be approved in writing by the Board. As a condition of approval, the Board reserves the right to demand payment in full of the outstanding principal balance of the loan.

No conditions or provisions of this Contract may be waived unless approved by the Board in writing. No waiver of any default or breach by any party shall be implied from any failure to take action upon such default or breach if the default of breach persists or repeats.

1.25. TERMINATION FOR CAUSE

These terms supersede the terms in Section 2.46. Termination for Cause/Suspension in General Terms and Conditions.

If the Board concludes that the Contractor has failed to comply with the terms and conditions of this Contract, or has failed to use the loan proceeds only for those activities identified in the declared SCOPE OF WORK, or has otherwise materially breached one or more of the covenants in this Contract, the Board may at any time, at its discretion, upon notice to the Contractor, terminate the Contract and/or its attached agreements in whole or in part and declare the entire remaining balance of the loan, together with any interest accrued, immediately due and payable in full. Such Notice of Termination for Cause shall be in writing, shall state the reason(s) for such termination, and shall specify the effective date of the termination. The effective date of the termination will be determined by the Board. Such notice shall inform the Contractor of the breach of the relevant covenant and shall allow the Contractor at least thirty (30) business days to cure such breach, if curable. The notice shall instruct the Contractor that, if the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the loan shall be due and payable. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Nothing in this section shall affect the Contractor's obligations to immediately repay the unpaid balance of the loan as prescribed in the Washington Administrative Code (WAC) 246-296-150.

1.26. TERMINATION FOR CONVENIENCE

These terms supersede the terms in Section 2.47. Termination for Convenience in General Terms and Conditions.

The Board may terminate this Contract in the event that federal or state funds are no longer available to the Board, or are not appropriated for the purpose of meeting the Board's obligations under this Contract. The Board shall notify the Contractor in writing of its determination to terminate and the reason for such termination. The effective date of the termination will be determined by the Board. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Nothing in this section shall affect Contractor's obligations to repay the unpaid balance of the loan.

1.27. AUDIT

These terms supersede the terms in Section 2.10. Audit in General Terms and Conditions.

The Board reserves the right to require an audit of this project. The Contractor is responsible for correcting any audit findings. The Contractor agrees to refund to the Board all disallowed costs resulting from the audit. Audit costs are allowable expenses within this Contract.

Municipal and Not-For-Profit entities:

Audits of the Contractor's project activities may be conducted by the State Auditor Office (SAO). Audit costs are eligible project costs. The Contractor shall maintain its records and accounts so as to facilitate the audit

requirements of the Board or its successor. The Contractor is responsible for any audit findings incurred by its own organization. The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

For audits of fiscal years beginning after December 26, 2014, Contractors expending \$750,000 or more in any fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR §200.501 – Audit Requirements."

For audits of fiscal years beginning prior to December 26, 2014, Contractors expending \$500,000 or more in any fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with existing Federal audit requirements.

For-Profit entities:

Audits must include a report on the internal control related to the federal program, which should describe the scope of testing of the internal control and the results of the tests.

The audit also must include a report on compliance, which includes an opinion (or disclaimer of opinion) on whether the auditee complied with laws, regulations and the provisions of the award agreement that could have a direct and material effect on the federal program.

The Contractor must send a copy of any required audit Reporting Package as described in existing Federal audit requirements for audits of fiscal years beginning prior to December 26, 2014, or 2 CFR §200.512 – Report Submission, for audits of fiscal years beginning after December 26, 2014, no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce
ATTN: Public Works Board
P.O. Box 42525
1011 Plum Street SE
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

1.28. PROJECT SIGNS

If the Contractor displays, during the period covered by this Contract, any signs or markers identifying those entities participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the project.

1.29. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

As mandated by the Environmental Protection Agency, the Contractor agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Contract. The Contractor is required to follow the requirements identified in Attachment III: Disadvantaged Business Enterprise Requirements.

By signing this Contract, the Contractor accepts the applicable MBE/WBE fair share objectives/goals negotiated with Environmental Protection Agency by the Washington State Office of Minority and Women's Business Enterprises. The Contractor attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Washington State Office of Minority and Women's Business Enterprises. The goals for the utilization of disadvantaged businesses are stated in Attachment III: Disadvantaged Business Enterprise Requirements.

The Contractor is required to furnish the Board and the Department of Health with such periodic reports as the Department may request pertaining to the utilization of disadvantaged businesses.

1.30. NONDISCRIMINATION PROVISION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 USC 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

The Contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK:

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

1.31. PROHIBITION STATEMENT

Pursuant to Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the Contractor's contractors, subcontractors, engineers, vendors, and any other entity shall comply with and include the following terms and conditions in all contracts for work or services listed in the declared SCOPE OF WORK:

"All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

If any term of this section is violated, this contract may be terminated.

1.32. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

The Contractor warrants that the Contractor neither has submitted nor shall submit any information that is materially false, incorrect, or incomplete to the Board.

The Contractor is advised that providing false, fictitious, or misleading information with respect to the receipt and disbursements of Environmental Protection Agency funds is basis for criminal, civil, or administrative fines and/or penalties.

1.33. LITIGATION

The Contractor warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined, would have a materially adverse effect on the Contractor's ability to repay the loan.

1.34. ESTABLISHMENT OF ADEQUATE RATES AND RESERVES

The Contractor agrees to provide a resolution adopting rate increases, capital assessments, or both, for the services of the system that shall be sufficient to provide funds which, along with other revenues of the system, will pay all operating expenses and debt repayments during the term of the loan. In addition, the Contractor shall create, fund, and maintain reserves at least as required by the Water System Plan or Small Water System Management Plan. The Board reserves the right, at anytime, to request proof of compliance of these requirements from the Contractor.

1.35. SPECIAL CONDITIONS

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this contract.

1.36. INVESTMENT GRADE AUDIT

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which energy efficiency is obtainable, Contractor must undertake an investment grade audit per ESHB 1497.

Costs incurred as part of the investment grade audit are eligible project costs.

1.37. BUY AMERICAN

None of the funds made available to the Contractor shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in

the project are produced in the United States. This requirement applies to the entire project receiving a loan agreement executed after January 17, 2014. Buy American does not apply to a project if the Department of Health approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.

Waiver of the Buy American requirement may be considered if: 1) compliance would be inconsistent with the public interest; or 2) the particular iron and steel products are not produced in the United States in sufficient and reasonably available quantities and/or the particular iron and steel products are not of a satisfactory quality; or 3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent. For consideration, a request for a waiver must be submitted to the Environmental Protection Agency (EPA). Contractors shall submit the waiver request to Commerce, which will then submit the request to EPA. EPA will post the waiver request and any other information available to EPA concerning the waiver request, on EPA's public Internet website and allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The full text of the Buy American requirements appear at H.R. 3547, Consolidated Appropriations Act, 2014.

Part 2. GENERAL TERMS AND CONDITIONS

2.1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- D. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Specific Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the Contractor. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

2.3. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.4. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.5. AMENDMENTS

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

2.6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.7. APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.8. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

2.10. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the Board requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Grantees expending \$750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. For fiscal years beginning prior to December 26, 2014, Grantees are required to have an audit conducted in accordance with Federal audit requirements. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the Board.

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or by sending a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street
PO Box 42525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

2.11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and,
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- C. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Board.
- D. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Board for assistance in obtaining a copy of these regulations.

2.12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
 2. All material produced by the Contractor that is designated as "confidential" by the Board; and

3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.14. CONFLICT OF INTEREST

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

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Contractor and their subcontractor(s) must identify and state of Washington employees for former state employees employed or on the firm's governing board during the past 24 months. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.15. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights

to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.17. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.18. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and,
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.19. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.20. ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

2.21. GOVERNING LAW AND VENUE

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

2.22. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the Board, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the Board, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.23. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the State of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.24. INDIRECT COSTS

If statutorily allowed and if the Contractor chooses to charge Indirect under this grant, the Contractor shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

2.25. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, The Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.26. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. Environmental Protection and Review

Coastal Zone Management Act of 1972, 16 USC §§1451-1464 HUD's implementing regulations at 24 CFR parts 50 or 58, as appropriate.

Lead Based Paint Poisoning Prevention Act, 42 USC 4821-4846 also 24 CFR 982.401(j).

National Environmental Policy Act of 1969, 42 USC 4321 et seq. and the Implementing Regulations of 24 CFR 58 (HUD) and 40 CFR 1500-1508 (Council on Environmental Quality) Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.

C. Flood Plains

Flood Disaster Protection Act of 1973, 42 USC 4001-4128.

D. Labor and Safety Standards

All Rental Units Assisted with Federal Funds Must Meet the Section 8 Housing Quality Standards (HQS) and Local Housing Code Requirements for the duration of the Affordability Period.

Convict Labor, 18 USC 751, 752, 4081, 4082.

Davis Bacon Act, 40 USC 276a-276a-5.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 USC 201 et seq.

Work Hours and Safety Act of 1962, 40 USC 327-330 and Department of Labor Regulations, 29 CFR Part 5.

Title IV of the Lead Based Paint Poisoning Prevention Act, 42 USC 4831, 24 CFR Part 35.

E. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 USC 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR part 100. Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8.

Fair Housing, Title VIII of the Civil Rights Act of 1968, Public Law 90-284, 42 USC 3601-19.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 USC 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 USC 794.

Minority Business Enterprises, Executive Order 11625, 15 USC 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in Benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 USC 2002d et seq, 24 CFR Part 1.

Nondiscrimination in Employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Programs.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 USC 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

F. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122, (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

G. Other

Anti-Kickback Act, 18 USC 874; 40 USC 276b, 276c; 41 USC 51-54.

H.R. 3547, Consolidated Appropriations Act, 2014.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 USC 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 USC 1352 provides that Contractors who apply or bid for an award of \$100,000 or more 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 other award covered by 31

USC 1352. Each tier must 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 recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

H. Privacy

Privacy Act of 1974, 5 USC 522a.

I. Relocation

Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and implementing regulations at 49 CFR part 24.

Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 570.

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 .
- B. Boards of Directors or Officers of Non-Profit Corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-Campaign Finances-Lobbying, Chapter 42.17 RCW.
- D. Discrimination-Human Rights Commission, Chapter 49.60 RCW.
- E. Ethics in Public Service, Chapter 42.52 RCW.
- F. Affordable Housing Program, Chapter 43.185 RCW
- G. Interlocal Cooperation Act, Chapter 39.34 RCW.
- H. Noise Control, Chapter 70.107 RCW.
- I. Office of Minority and Women’s Business Enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open Public Meetings act, Chapter 42.30 RCW.
- K. Prevailing Wages on Public Works, Chapter 39.12 RCW.
- L. Public Records Act, Chapter 42.56 RCW.
- M. Relocation Assistance - Real Property Acquisition Policy, Chapter 8.26 RCW.
- N. Shoreline Management Act of 1971, Chapter 90.58 RCW.
- O. State Budgeting, Accounting, and Reporting System, Chapter 43.88 RCW.
- P. State Building Code, Chapter 19.27 RCW and Energy-Related Building Standards, Chapter 19.27A RCW, and Provisions in Buildings for Aged and Handicapped Persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program Section 309 Assessment and Strategy (Publication 01-06-003), Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State Environmental Policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05, Archeological and Cultural Resources.

2.27. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.28. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation 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 Contract.

2.29. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.30. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated

in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.31. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES

The Contractor shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Contractor shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

2.32. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.33. PREVAILING WAGE LAWS

All contractors and subcontractors performing work on a construction project funded through this agreement shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request; or

The Davis Bacon Act, 40 USC. 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

2.34. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Contract.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Contract.

The Contractor's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.

- d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Contractor and Subcontractor must receive prior approval from the Board for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this contract is expected to exceed \$5,000.
- Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

2.35. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.36. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington's or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board .

2.37. RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, The Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, The Board may recapture such funds from payments due under this contract.

2.38. RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract 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 Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

2.39. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.40. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.41. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, The Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.42. SEVERABILITY

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

2.43. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.44. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.45. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.46. TERMINATION FOR CAUSE/SUSPENSION

In event the Board determines that the Contractor failed to comply with any term or condition of this Contract, the Board may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the Board upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Board may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the Board to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the Board determines that the Contractor did not fail to comply with the terms of the Contract or when the Board determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

2.47. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.48. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the Board, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C. Assign to the Board all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Board has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the Board; and
- D. Preserve and transfer any materials, contract deliverables and/or the Board property in the Contractor's possession as directed by the Board.

Upon termination of the Contract, the Board shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The Board may withhold any amount due as the Board reasonably determines is necessary to protect the Board against potential loss or liability resulting from the termination. The Board shall pay any withheld amount to the Contractor if the Board later determines that loss or liability will not occur.

The rights and remedies of the Board under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

2.49. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

2.50. WORK HOURS AND SAFETY STANDARDS

The Contract Work Hours and Safety Standards Act (40 USC 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 USC 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is 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 ½ 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 is 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.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

Ilwaco
DM16-952-020

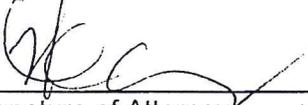
I, Heather Reynolds, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Contractor identified on the Declarations Page of the Contract identified above; and

I have also examined any and all documents and records, which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the Drinking Water State Revolving Fund loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.


Signature of Attorney WSB #15084

Date July 5, 2016

Heather Reynolds
Name

PO Box 145, Astoria OR 97103
Address

ATTACHMENT II: FEDERAL AND STATE REQUIREMENTS

1) Environmental Authorities

- a) Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
- b) Clean Air Act, Public Law 84-159 as amended
- c) Coastal Zone Management Act, Public Law 92-583 as amended
- d) Endangered Species Act, Public Law 93-205 as amended
- e) Environmental Justice, Executive Order 12898
- f) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
- g) Protection of Wetlands, Executive Order 11990
- h) Farmland Protection Policy Act, Public Law 97-98
- i) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
- j) National Historic Preservation Act of 1966, Public Law 89-665 as amended
- k) Safe Drinking Water Act, Public Law 93-523 as amended
- l) Wild and Scenic Rivers Act, Public Law 90-542 as amended

2) Economic and Miscellaneous Authorities

- a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
- b) Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
- d) Debarment and Suspension, Executive Order 12549
- e) H.R. 3547, Consolidated Appropriations Act, 2014.

3) Social Policy Authorities

- a) Age Discrimination Act of 1975, Public Law 94-135
- b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
- c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
- e) Equal Employment Opportunity, Executive Order 11246
- f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
- g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590

4) State Laws

- a) Chapter 36.70A RCW, Growth Management Act
- b) Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
- c) Chapter 39.12 RCW, Washington State Public Works Act
- d) Chapter 43.20 RCW, State Board of Health
- e) Chapter 43.70 RCW, Department of Health
- f) Chapter 43.155 RCW, Public Works Project
- g) Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977
- h) Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations
- i) Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances
- j) Chapter 246-290 WAC, Group A Public Water Systems
- k) Chapter 246-291 WAC, Group B Public Water Systems
- l) Chapter 246-292 WAC, Waterworks Operator Certification Regulations
- m) Chapter 246-293 WAC, Water Systems Coordination Act
- n) Chapter 246-294 WAC, Drinking Water Operating Permits
- o) Chapter 246-295 WAC, Satellite System Management Agencies
- p) Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program
- q) Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells
- r) Title 173 WAC, Department of Ecology Rules
- s) Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)

ATTACHMENT III: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

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

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of \$250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
 - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

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

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the Contractor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

- Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

Contractor is required to submit MBE/WBE participation reports to the Board and/or the Department of Health, on a quarterly basis, beginning with the Federal fiscal year reporting period the Contractor receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The Contractor agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

The Contractor agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at <http://www.epa.gov/osbp/grants.htm>.

The Contractor agrees to require all general contractors to complete and submit to the Contractor and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period the Contractor receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

The Contractor is also required to create and maintain a bidders list if the Contractor of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

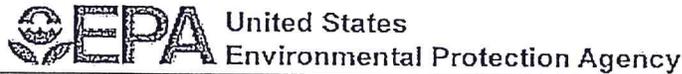
- (1) Entity's name with point of contact;
- (2) Entity's mailing address, telephone number, and e-mail address;
- (3) The procurement on which the entity bid or quoted, and when; and
- (4) Entity's status as a MBE/WBE¹ or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of \$250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of \$250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of \$250,000 or less, or to an entity receiving more than one identified loan with a combined total of \$250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this section bidders list requirements of this subpart.

¹ Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT IV: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS



United States Environmental Protection Agency
Washington, DC 20460

EPA Project Control Number

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

ATTACHMENT V: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
 - a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
 - b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
 - F.I.C.A. (Social Security) –employer's share.
 - Retirement benefits.
 - Hospital, health, dental, and other welfare insurance.
 - Life insurance.
 - Industrial and medical insurance.
 - Vacation.
 - Holiday.
 - Sick leave.
 - Military leave and jury duty.

Employee benefits must be calculated as a percentage of direct labor dollars. The computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.

- c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Board reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
 - a. Telephone charges.
 - b. Reproduction and photogrammetry costs.
 - c. Video and photography for project documentation.
 - d. Computer usage.
 - e. Printing and advertising.
15. Other project related costs include:
 - Competitive Bidding.
 - Audit.
 - Insurance.
 - Prevailing wages.
 - Attorney fees.
 - Environmental Review.
 - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VI: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Commerce. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for

determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is

not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be

necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Commerce and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 07/11/16 Council Business Item:

B. Issue/Topic: G&O Sahalee Water and Sewer Improvements

C. Sponsor(s):

1. Cassinelli
- 2.

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

The City was awarded a DWSRF loan for the Sahalee water line improvements and a DOE grant/loan for the sewer improvements. The City Engineer Gray & Osborne has submitted the work proposal for consideration by council.

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

1. Details of the design have been summarized by Gray & Osborne and included in this agenda briefing.

F. Impacts:

1. Fiscal: \$165,176 from sewer fund, \$67,256 from water fund which has been incorporated into the budget.
2. Legal: This contract has been reviewed and approved by Heather Reynolds.
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments:

I. Time Constraints/Due Dates:

J. Proposed Motion: I move to approve the mayor enter into contract with Gray & Osborne for Professional Engineering Services for the Sahalee Water and Sewer Improvements.



December 2, 2015

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

SUBJECT: PROPOSAL AND CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES, SAHALEE WATER AND SEWER IMPROVEMENTS CITY OF ILWACO, PACIFIC COUNTY, WASHINGTON G&O #20157.55

Dear Mr. Cassinelli:

Thank you for the opportunity to present the attached Proposal and Contract for Professional Engineering Services for the design and construction management of the Sahalee Water and Sewer Improvements.

The proposed water project includes replacement of approximately 2,600 feet of 6-inch asbestos-concrete water pipe with 8-inch diameter ductile iron (DI) or polyvinyl chloride (PVC) in the upper zone of the Sahalee subdivision, and installation of approximately 400 feet of 8-inch water main and pressure reducing valve to provide a looped connection between the Sahalee subdivision and Robert Gray Drive. The proposed sewer project includes installation of new sanitary sewers on Wecoma and Hiaqua Place, installation of grinder pumps at residences currently tributary to the Nesadi Drive gravity sewer, installation of new 8-inch gravity sewer on Klananee Drive uphill of Lamontay Place, installation of a lift station in the vicinity of Lamontay Place, and installation of grinder pumps on properties downhill of Lamontay Place that are currently tributary to the existing Sahalee Lift Station. All wastewater generated in the Sahalee subdivision will be discharged to the gravity sewer located at the intersection of Klananee Drive and Hiaqua Place.

The City has secured a State Revolving Fund (SRF) loan from the Department of Ecology for the construction, design, and construction management of the sewer improvements; a Public Works Trust Fund (PWTF) loan for construction of sewer improvements serving the properties tributary to Nesadi Drive; and a Drinking Water State Revolving Fund (DWSRF) loan for the construction, design, and construction management. The funds available for the combined project are shown below.



Mayor Mike Cassinelli
 December 2, 2015
 Page 2

Funding Source	Purpose	Amount
Public Works Trust Fund	Construction – Nesadi Sewer	\$ 300,000 (approx.)
State Revolving Fund Loan (Ecology)	Engineering – Design, Construction Management, Easements	\$ 274,210 – Design \$ 214,120 – CM \$ 35,120 – Easement
State Revolving Fund Loan	Construction	\$1,994,980
Drinking Water State Revolving Fund Loan (Health)	Engineering – Design, Construction Management	\$ 114,500 – Design \$ 55,000 – CM
Drinking Water State Revolving Fund Loan (Health)	Construction	\$ 680,000
Total	Design	\$ 388,710
	CM and Easements	\$ 304,240
	Construction	\$2,674,980+

The water and sewer design, construction, and construction management services will be done concurrently. The attached proposal and contract includes a scope of work and cost proposal for providing design, construction management, and easement preparation engineering services. There are cost savings inherent in designing and providing construction management services for both utilities (Schedule A – Sewer, Schedule B – Water) simultaneously. The cost proposal for the design and construction management services are summarized below. A detailed hour and cost summary is provided in Exhibit B.

Schedule	Costs (Exhibit B)	Loan Available	Surplus
Sewer – Design	\$165,176	\$274,210	\$109,034
Water – Design	\$ 67,256	\$114,500	\$ 47,244
Sewer – CM and Easements	\$218,943	\$249,240	\$ 30,297
Water – CM	\$ 55,000	\$ 55,000	\$ 0
Total	\$506,375	\$692,950	\$186,575

We will assist the City in negotiation with the funding agencies to make the surplus funds available for the construction project if needed.

Please contact me if you have any questions regarding the attached proposal and contract. We look forward to assisting the City with this important project.

Sincerely,

GRAY & OSBORNE, INC.

Nancy E. Lockett, P.E.

NEL/hhj
 Encl.

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF ILWACO
WASHINGTON**

JULY 2016

G&O Job. No. 20157.55

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

**CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS Contract, entered into this ____ day of _____ 20____, between the CITY OF ILWACO, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, the Agency now finds that it is in need for the engagement of professional engineering services. The purpose of this Contract it to define the scope of work to be performed, the conditions under which it shall be performed, and method of payment for professional engineering services authorized by the Agency.

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

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Sahalee Water and Sewer Improvements, hereinafter also called the "Project." These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon execution of this Contract, and authorization of the Agency to proceed, the Engineer shall provide engineering services more fully described in Exhibit "A."

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described as scope of work and budget herein.

The information so secured shall be made available to the Agency and the Engineer for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

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

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

ARTICLE 4

COMPENSATION

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

The total cost of these services shall not exceed the amount shown in Exhibit "B" without further written authorization by the Agency.

Total compensation is based on the following:

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.
- (b) Compensation Determination: Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.
 1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "C" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD,

and computer equipment; owned survey equipment and tools; attendance at non-project-specific public meetings for the purpose of keeping the public informed in regard to infrastructure improvements in the community and how the public will be affected; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.

2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

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

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

ARTICLE 5

ADDITIONAL WORK

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

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

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

ARTICLE 8

COST ESTIMATE

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

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

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

ARTICLE 10

OWNERSHIP OF PLANS

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

reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 11

SEVERABILITY

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

ARTICLE 12

MEDIATION

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

ARTICLE 13

ASSIGNABILITY

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

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

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

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 15

COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 16

SAFETY

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

ARTICLE 17

INDEMNITY AGREEMENT

The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

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

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

ARTICLE 18

INSURANCE

A. Public Liability

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

COMPREHENSIVE GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

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

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

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

B. Professional Liability

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

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

OMISSIONS LIABILITY \$1,000,000 aggregate

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

ARTICLE 19

STATUS OF ENGINEER

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

ARTICLE 20

CERTIFICATION OF ENGINEER

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

ARTICLE 21

CHOICE OF LAW/JURISDICTION/VENUE

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

ARTICLE 22

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF ILWACO
P.O. Box 548
Ilwaco, Washington 98624

and the address of the Engineer shall be as follows:

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

ARTICLE 23

ATTORNEY'S FEES

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

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

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of Ilwaco

By: 
(Signature)

By: _____
(Signature)

Name/Title: Michael B. Johnson, P.E., Principal

Name/Title: _____
(Print)

Date: 7/6/16

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "A"

SCOPE OF WORK

SAHALEE WATER AND SEWER PROJECT DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

This Scope of Work describes the professional engineering services requested by the City of Ilwaco for the Sahalee Water and Sewer Project. The design, construction management and construction of the water and sewer utilities will occur concurrently to provide the most efficient, cost-effective means of completing the utility improvements. The sewer project is funded by the Department of Ecology and the water project is funded by the Department of Health. In addition, a Public Works Trust Fund Loan, will be used for the construction of the portion of the new sewer system serving the connections currently connected to the Nesadi Drive sewer. The design and construction management hours and construction costs will be tracked separately according to the following schedules.

This scope of work for the Sahalee Water and Sewer Project includes the following tasks:

- A. Sewer Improvements funded by Department of Ecology
- B. Nesadi Drive Sewer Improvements funded by Public Works Trust Fund
- C. Water Improvements funded by Department of Health

The services to be furnished by the Engineer are more fully described below.

SEWER PROJECT UNDERSTANDING

Engineering design and permitting services, as described below, include preparation of plans, specifications, and cost estimates for the Sahalee Sewer Project.

The project will construct the improvements identified as the preferred alternative for improving sewer service to the Sahalee subdivision described in the 2013 *Wastewater Facility Plan Update/Sahalee Subdivision Preliminary Engineering Report*. The improvements in the upper zone of the subdivision include installation of new sanitary sewers on Wecoma and Hiaqua Place and installation of grinder pumps at residences currently tributary to the Nesadi Drive gravity sewer and a small diameter force main in Nesadi Drive. All new sewers will discharge to the Discovery Heights sewer main at the intersection of Hiaqua Place and Klahanee Drive. The improvements in the lower zone of the subdivision include installation of new gravity sewers in Klahanee Drive uphill of Lamontay Place and installation of grinder pumps at the four properties downhill of Lamontay place that are currently connected to the Sahalee Lift Station. All wastewater from the lower zone will be directed to a new submersible lift station at approximately Lamontay Place. The improvements include approximately:

- 2,000 lf of 8-inch gravity sewer.

- 1,630 lf of 6-inch force main.
- 17 grinder pumps.
- 4,200 lf of small diameter pressure main.
- Submersible lift station (including emergency generator).

Plans and specifications will be prepared consistent with Chapter 173-240 WAC. The water system improvements will be included on the same plan set. Sewer improvements designed and constructed using Department of Ecology funding will be designated as Schedule A. Sewer improvements constructed using Public Works Trust Fund funding will be designated as Schedule B.

WATER PROJECT UNDERSTANDING

The project will construct distribution system improvements, including the replacement of approximately 2,600 feet of 6-inch AC water main in the upper zone of the Sahalee subdivision and install approximately 400 feet of 8-inch water main, including a pressure reducing valve, from the existing dead-end water main in Klahanee Drive to the water main in Robert Gray Drive. Water system improvements funded by the Department of Health will be designated as Schedule C.

Plans and specifications will be prepared consistent with City and Department of Health standards. The sewer system improvements will be included on the same plan set.

The assumed construction window is 8 months.

DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members.

A. Provide overall project management and oversight services, to include:

- Procure sufficient staff resources to dedicate to the project.
- Prepare and execute subconsultant contracts.
- Manage subconsultant work.
- Manage and control project budget and schedule.
- Manage and provide monthly progress reports and invoices.

Task 2 – Prepare Technical Memorandum

Objective: Provide a technical memorandum in Word format summarizing the project understanding, design criteria, and hydraulic analysis in a spreadsheet format of the proposed project.

- A. Write a technical memorandum summarizing the project understanding, design criteria, and general design guidelines and standards which will be applied to the project design.
- B. Circulate the technical memorandum to key members of the design team and the City and solicit comments and/or clarifications. Incorporate all relevant review comments.
- C. Distribute the final technical memorandum to the design team and submit one copy to the City.
- D. Submit technical memorandum to the Departments of Health and Ecology for their review.

Task 3 – Surveying

Objective: Provide additional survey information (original survey conducted in 2013) as required to confirm alignment and easements that may be required.

Subtask 3.1 – Right-of-Way and Easement Research

- A. Utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor’s Office) along the project corridors as required for establishing the existing rights-of-way and easements along the project alignment. The work to be performed will include:
 - Identify current rights-of-way along the proposed alignment.
 - Obtain title reports of affected properties to establish existing property legal descriptions and easements.
 - Overlay the rights-of-way and current property easements on a plan view of the project corridor.

Subtask 3.2 – Topographic Survey

- A. Provide additional survey, as required, for lift station location and grinder pump installation.
- B. Work to support obtaining easements for project alignment.

Task 4 – Utility Data Acquisition

Objective: Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Review data provided by utility purveyors and incorporate into project design as may be applicable.

- B. If required, Applied Professional Services will be contracted to locate and mark existing utilities prior to project survey on easement areas. This information will be picked up by our survey crew and incorporated into the project base map.

Task 5 – Geotechnical Investigation and Report

Objective: Conduct field explorations to determine design recommendations to support the proposed lift station and sewer and water alignment. This task will culminate in the preparation of a final Geotechnical Report in County-approved format.

- A. Perform a geotechnical analysis (PanGEO – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to six test borings (20- to 25-feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for pavement.
- D. Report – Our subconsultant, PanGEO will prepare a draft report which will be submitted to the City by G&O. The draft report will summarize the results of the geotechnical study and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. G&O will submit one copy of the draft report to the City for its review. PanGEO will revise the draft report to address review comments provided by the City and/or G&O. G&O will submit one copy of the signed and stamped final report to the City.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this task.

Task 6 – Permitting

Objective: Provide support required to obtain permits necessary to facilitate construction of the project.

Subtask 6.1 – Right-of-Way Permits

- A. Prepare and submit for right-of-way permit from the City.
- B. Prepare traffic control plans as necessary for work in major intersections and streets.

Subtask 6.2 – Stormwater General Construction Permit

- A. Prepare and submit for a Stormwater General Construction Permit from the Washington State Department of Ecology.

Subtask 6.3 – SEPA Checklist

- A. Prepare and submit draft SEPA and revise the document as necessary before preparing final documents for City processing.
- B. City to review, issue determination and advertise the SEPA determination.

Task 7 – Property Owners/Public Outreach

Objective: Provide affected property owners with information regarding the development of the project and to solicit input from them regarding the proposed improvements and assist with negotiating temporary and permanent easements.

Subtask 7.1 – Public Outreach

- A. Meet owners of the properties identified as needing grinder pumps to outline the project design and construction process. Solicit their comments and concerns and address issues as required. This Contract assumes 20 meetings with property owners.
- B. Facilitate two public meetings to present and discuss project design and construction process.
- C. Provide conceptual drawings, sketches, diagrams, schematics, and/or renderings of the proposed alternatives to illustrate the proposed improvement options.

Subtask 7.2 – Easements

- A. Provide documentation to support obtaining temporary and permanent easements from affected property owners. This Contract assumes 20 temporary and/permanent easements.

Task 8 – Thirty Percent Design

Objective: Prepare 30 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed alternatives for City review and use at workshops, staff meetings, stakeholder meetings, and public venues.

Subtask 8.1 – Base Map

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

Subtask 8.2 – Sanitary Sewer Alignment

- A. Prepare layouts and full-size drawings of sanitary sewer design representing a 30 percent design effort to include alignment, profile, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

Subtask 8.3 – Lift Station and Grinder Pump Electrical Design

Prepare preliminary drawings identifying power and control for the lift station and individual grinder pump installation.

Subtask 8.4 – Water System Alignment

- A. Prepare layouts and full-size drawings of water system design representing a 30 percent design effort to include alignment, profile, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

Subtask 8.5 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare preliminary-level construction cost estimates.

Subtask 8.6 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 9 – Sixty Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the sanitary sewer improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 percent design effort.

Subtask 9.1 – Plans

- A. Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

Subtask 9.2 – Lift Station and Grinder Pump Electrical Design

- A. Prepare preliminary construction plans in City approved format for lift station and grinder pump installation electrical requirements.

Subtask 9.3 – Specifications (Draft)

- A. Prepare draft project specifications in WSDOT format referencing the 2014 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include County-approved proposal, contract, and bonding documents.

Subtask 9.4 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 9.5 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 10 – Ninety Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the sanitary sewer and water system improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

Subtask 10.1 – Plans

- A. Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

Subtask 10.2 – Lift Station and Grinder Pump Electrical Design

- A. Prepare construction plans and electrical specifications in City approved format for lift station and grinder pump installation electrical requirements.

Subtask 10.3 – Specifications

- A. Prepare project specifications in WSDOT format referencing the 2014 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 10.4 – Submit Construction Documents to Agencies for Approval

- A. Submit 90 percent plans and specifications to the Department of Ecology for review and approval.
- B. Submit 90 percent plans and specifications to the Department of Health for review and approval.

Subtask 10.5 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Task 11 – Final Design

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City requirements, adhering to City codes and state guidelines where and when applicable.

Subtask 11.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

Subtask 11.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

Subtask 11.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

Subtask 11.4 – Bid Documents

- A. Prepare electronic copies of bid documents including full and half size plans, and specifications on a CD.
- B. Prepare and submit Call for Bids notices to the Chinook Observer and Daily Journal of Commerce. City to pay for the advertisements.

Task 12 – Quality Assurance/Quality Control

- A. Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and County staff (as required and/or desired). Meetings are to take place at the following levels:
 - Thirty Percent Design (defined more fully in Task 8).
 - Sixty Percent Design (defined more fully in Task 9).
 - Ninety Percent Design (defined more fully in Task 10).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 13 – Bid Support

Objective: Assist the City during the bid phase.

- A. Send CD with bid documents to interested bidders and plan centers.
- B. Maintain planholder's list.
- C. Support City staff in answering bid inquiries during bid phase.
- D. Support City staff in preparing of any Bid Addenda as may be required.

CONSTRUCTION ADMINISTRATION SUPPORT SERVICES

The following tasks include project management, office engineering, construction monitoring, including construction staking, and project closeout documentation that is generally required for municipal construction projects.

Task 1 – Project Management

Subtask 1.1 – Schedule and Record Preconstruction Meeting

- A. Coordinate and conduct a preconstruction meeting to establish administrative procedures for the project. Pacific County PUD, WSDOT, telephone, cable and fiber optic providers, fire department and sheriff will be invited to attend the preconstruction meeting. Facilitate the meeting and prepare and distribute minutes of the meeting.

Subtask 1.2 – Schedule and Conduct Progress Meetings

- A. Schedule and conduct weekly progress meeting with the contractor, the Engineer and City staff. Gray & Osborne will prepare of minutes of weekly meetings by providing project-related information as needed.

Subtask 1.3 – Prepare Monthly Progress Estimates

- A. Review the contractor's monthly progress payment request based on daily construction logs, trip tickets and the judgment of the value of work completed during the pay period. Prepare pay estimate for submittal to the County.

Subtask 1.4 – Prepare and Maintain Project Records

- A. Prepare and maintain daily logs, weekly schedule reports, job site photos, quantity measurements, and correspondence.
- B. Maintain file of project submittals.

- C. Maintain and update a set of as built drawings of the project. Regularly monitor the record drawings maintained by the Contractor to check that these drawings are up-to-date.

Subtask 1.5 – Provide Representation and Monitoring per Contract Provisions

- A. Perform the work of the City’s Representative as described in General Conditions Section 3, 02.2 (Authority of Resident Engineer or Representative) and Section 3.02.3 (Construction Observation and Inspections).

Subtask 1.6 – Change Orders

- A. Represent the City’s interest in negotiation of change orders with the Contractor, if needed. Estimate the added or reduced cost of changes during construction to be used in negotiation of contract change orders. Provide engineering design for change orders as directed by the City. Evaluate the impact of change orders on the construction schedule and recommend eligible time extensions, if necessary. Prepare change orders for presentation to the City Council on an as-needed basis for execution by the Contractor and approval and authorization by the City.

Subtask 1.7 – Project Closeout

- A. Obtain all bonds, guarantees, O&M manuals and record drawings from the Contractor. Prepare letter recommending the City accept the project as complete. Prepare the Notice of Completion of Public Works Contract.

Task 2 – Office Engineering

Subtask 2.1 – Review Submittals

- A. Review Contractor submittals for compliance with design intent and general conformity to the contract drawings and specifications. Transmit submittal review letters and marked-up submittal to Contractor and City in the format submitted, i.e., email or regular mail.

Subtask 2.2 – Review “Or Equal” Proposals

- A. Review proposals from the Contractor to substitute an “or equal” product for a specified product based on design intent and general conformity to the contract drawings and specifications.

Subtask 2.3 – Clarify Design Intent and Respond to Requests for Information (RFI)

- A. Respond to the Contractor’s questions provided through an RFI and provide interpretation of the contract drawings and specifications to clarify design intent. Prepare supplementary sketches to clarify conditions if necessary.

Task 3 – Construction Monitoring

Subtask 3.1 – Monitor Construction Schedule

- A. Review and comment on the contractor's progress in relation to the schedule. Issue weekly reports to the City and Contractor on construction time consumed on the project to keep all parties involved advised on the time limit as it relates to penalties for failure to perform on schedule.

Subtask 3.2 – Provide Field Observation:

- A. Provide daily inspection throughout the duration of the project to monitor conformance of the Contractor's work with the plans and specifications. Give direction to the Contractor, as needed, to provide clarification of the plans and specifications or to perform additional work, in accordance with the contract provisions for such additional work.
- B. Receive and record communications from the Contractor.
- C. Consult with the City and the Engineer, as needed, to resolve construction issues. Serve as a liaison between the Contractor and the City and the Engineer.
- D. Describe daily construction activities in the daily log and take job photos to record construction progress. Record visits by subcontractors and other visitors to the project sites. Inspect the condition of equipment and materials used by the Contractor as they arrive on-site, and monitor the Contractor's care and maintenance of stored and installed materials and equipment.
- E. Monitor the Contractor's sampling and testing of materials for quality control.
- F. Monitor the Contractor's required startup, testing and commissioning of equipment.

Subtask 3.3 – Provide Construction Survey

- A. The Engineer will conduct field survey to set initial construction grade and location of the sewer pipeline, force main and lift station site.
- B. Construction survey will include establishing primary control, staking sanitary sewer manholes with two offset stakes each. Gravity sanitary sewers will be staked at 25-foot intervals and sewer force main will be staked at angle points and at approximately 200-foot intervals.
- C. The Engineer will locate and reference monuments shown on the Plans that will be removed or destroyed during construction. The Engineer will

prepare the required permit forms for submittal to the Department of Natural Resources for the monuments identified on the plans.

- D. The Contractor is responsible for notifying the engineer a minimum of three days prior to needing construction survey. Generally, Gray & Osborne will provide construction staking 1 week in advance of the Contractor's projected work schedule.
- E. Prepare as-built survey and easement documentation.

Subtask 3.5 – Easement Documentation

- A. Field survey final alignment of facilities requiring easement.
- B. Prepare easement documentation.
- C. Record final easement with Pacific County.

Subtask 3.4 – Conduct Final Inspection

- A. Conduct substantial completion inspections, issue punch list, review compliance with contract documents, and recommend acceptance of the project by the City.
- B. Assist the City in tracking and verifying project costs and responding to funding agency questions.

Subtask 3.5 – Project Closeout Documentation

- A. Prepare Substantial Completion letter including punch list.
- B. Verify receipt of approved O&M Manuals, manufacturer's affidavits, software/programming information.
- C. Prepare letter establishing Physical Completion Date, final contract progress estimate, Final Contract Voucher.
- D. Verify receipt of signed and notarized Final Contract Voucher from the Contract.
- E. Verify subcontractor list.
- F. Prepare draft Notice of Completion of Public Works Projects form and Final Progress Estimate letter recommending Owner accept project upon receipt of "Affidavits of Wages Paid."
- G. Prepare Department of Health Project Construction Completion Certification.

Task 4 – Prepare Record Drawings.

- A. Prepare reproducible record drawings from marked up sets of drawings maintained by the Contractor and/or the construction inspector. Furnish the City with one set of reproducible drawings and an electronic file of the record drawings.

Task 5 – Operations and Maintenance Manual (O&M)

- A. Prepare an O&M Manual for the Lift Station and grinder pumps in accordance with Department of Ecology WAC 173-240 requirements. Submit the Manual to the City and the Department for review and approval. Provide three copies of the final, bound Manual to the City.

SCHEDULE

The City desires the project to be out to bid by February 2017. Construction is assumed to begin in April-May 2017 with completion in 2017. We anticipate the following schedule:

30 Percent Design Effort	September 2016
60 Percent Design Effort	November 2016
90 Percent Design Effort	December 2016
Final Design Effort	February 2017

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

MANAGEMENT RESERVE FUND

The Management Reserve Fund allows the City to expand the scope of work without seeking an additional and formal contract supplement, within the limits and terms as stated herein. The Engineer cannot access the Management Reserve Fund budget without the further written authorization of the City.

The Management Reserve Fund will consist of an amount not to exceed \$10,000, and is set aside to cover the cost of unforeseen work and/or services required for the PS&E phase of the project. Such unforeseen conditions could include additional right-of-way research, utility locates, traffic analysis, environmental documentation, public involvement process, geotechnical assistance, additional design effort, and/or other related tasks.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

1. One paper copy and one electronic copy of the final hydraulic analysis memorandum.
2. One paper copy and one electronic copy of the final geotechnical report.
3. One paper copy and one electronic copy of the environmental documentation.
4. One paper copy and one electronic copy of any permits acquired during the development of the project.
5. Memoranda of meetings with staff, public, and Council presentations.
6. SEPA checklist.
7. Technical memoranda:
 - a. Two draft copies;
 - b. One final copies; and
 - c. One electronic copy in PDF format.
8. One copy and one electronic copy of full-scale drawings at 30 percent, 60 percent, and 90 percent design effort levels. This Contract anticipates a maximum of 45 sheets will be required to facilitate the bidding and construction of this project.
9. One copy and one electronic copy of project specifications and cost estimate at 60 percent and 90 percent design effort levels.
10. One electronic set of final construction drawings (PDF).
11. One electronic set of final project specifications (PDF).
12. Two half-scale 11" x 17" original and one full-scale paper copy sets of final construction drawings.
13. One half-size 11" x 17" original, one full-scale paper copy of record drawings.
14. One electronic set of record drawings (PDF).

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

Sahalee Water and Sewer Project Design and Construction Administration Services

Tasks	Principal Hours	Project Manager Hours	Project Eng. Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Field Inspector Hours	Environmental Tech./ Specialist Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
Design Services											
Project Management	100										
Technical Memorandum	4	40	16	12		8					
Surveying											
Utility Data Acquisition				8					16	12	32
Permitting	8	12						16			
Property Owner/Public Outreach	60	60									
30% Design	8	90	40	40	12				60		
60% Design	8	80	60	80	12				80		
90% Design	8	60	32	60	8				60		
Final Design	8	32	24	24	4				32		
Electrical Design	8					160			80		
Bid Support Services	20	20									
QA/QC	12	12	12	12	8	24					
Construction Administration Services											
Project Management	120										
Office Engineering	16	160	80	120	12	100					
Construction Monitoring							1,280				
Construction Survey and Easement										40	80
Project Close-out Documentation	16	32									
Hour Estimate:	396	598	264	376	56	292	1,280	16	328	52	112
Fully Burdened Billing Rate Range:*	\$112 to \$177	\$99 to \$177	\$106 to \$145	\$77 to \$126	\$99 to \$168	\$103 to \$182	\$74 to \$142	\$80 to \$110	\$48 to \$116	\$109 to \$135	\$144 to \$212
Estimated Fully Burdened Billing Rate:*	\$154	\$124	\$132	\$105	\$161	\$144	\$100	\$103	\$83	\$122	\$180
Fully Burdened Labor Cost:	\$60,984	\$74,152	\$34,848	\$39,480	\$9,016	\$42,048	\$128,000	\$1,648	\$27,224	\$6,344	\$20,160

Total Fully Burdened Labor Cost: \$ 443,904

Direct Non-Salary Cost:

- Mileage & Expenses (Mileage @ current IRS rate) \$ 39,971
- Printing \$ 1,500
- Subconsultant: \$ 10,000
- Subconsultant Overhead (10%) \$ 1,000
- Management Reserve \$ 10,000

TOTAL ESTIMATED COST: \$ 506,375

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT "C"

GRAY & OSBORNE, INC.

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 15, 2017****

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 48.00	to	\$116.00
Electrical Engineer	\$103.00	to	\$182.00
Structural Engineer	\$ 99.00	to	\$168.00
Environmental Technician/Specialist	\$ 80.00	to	\$110.00
Civil Engineer	\$ 77.00	to	\$126.00
Project Engineer	\$106.00	to	\$145.00
Project Manager	\$ 99.00	to	\$177.00
Principal-in-Charge	\$112.00	to	\$177.00
Resident Engineer	\$122.00	to	\$168.00
Field Inspector	\$ 74.00	to	\$142.00
Field Survey (2 Person)***	\$144.00	to	\$212.00
Field Survey (3 Person)***	\$219.00	to	\$290.00
Professional Land Surveyor	\$109.00	to	\$135.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

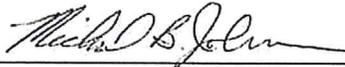
All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.54 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

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

EXHIBIT "D"

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

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



Michael B. Johnson, P.E., Principal
Gray & Osborne, Inc.

7/6/16

Date

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

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

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 7/11/2016 Council Business Item:
- B. Issue/Topic: **Abandoned Checks Resolution**
- C. Sponsor(s):
1. **Cassinelli** 2.
- D. Background (overview of why issue is before council): Best practices say that checks not redeemed within a year of issuance should be voided. This is recommended for checks that were issued in error or as duplicates. The checks presented in this resolution were issued in error as the County changed their rates for recording fees without proper notification.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details): This action is also recommended by the SAO and Toni Nelson from MRSC.
- F. Impacts:
1. Fiscal: This action would return \$211.20 to years 2014 & 2015.
2. Legal: The city attorney has reviewed this document
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: Recommended N/A Public Hearing on
- H. Staff Comments:
- I. Time Constraints/Due Dates: Passed before year end.
- J. Proposed Motion: **I move to adopt the resolution voiding abandoned checks 37175, 37176 and 37977 totaling \$211.20.**

**CITY OF ILWACO
RESOLUTION 2016-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ILWACO,
WASHINGTON CANCELING CITY CHECKS NOT PRESENTED FOR
PAYMENT WITHIN ONE YEAR OF ISSUANCE AND DIRECTING THE
TRANSFER OF ALL RECORDS OF SUCH CHECKS**

WHEREAS, RCW 39.56.040 requires that all city checks not presented within one year of their issuance, shall be canceled by passage of a resolution of the governing body of the municipal corporation; and

WHEREAS, upon notice of the passage of such resolution the treasurer of the municipal corporation shall transfer all records of such checks so as to leave the funds as if such checks had never been drawn;

WHEREAS, the City Council desires to cancel all city checks issued during the period January 1, 2013 through June 30, 2015 that have not been presented for payment on or before June 30, 2016; now therefore,

**THE CITY COUNCIL OF THE CITY OF IWLACO, WASHINGTON, DOES
RESOLVE AS FOLLOWS:**

Section 1. The City Council hereby cancels the following warrants issued during the period January 1, 2013 through June 30, 2015 that have not been presented for payment on or before June 30, 2016:

<u>Warrant Number</u>	<u>Date Issued</u>	<u>Amount</u>
37175	11-10-2014	\$ 73.00
37176	11-10-2014	66.20
37977	06-22-2015	72.00
	Total:	\$ 211.20

Section 2. The Treasurer is directed to transfer all records of such checks so as to leave as if such checks had never been drawn.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED
IN AUTHENTICATION OF ITS PASSAGE THIS XX DAY OF _____ 2016.**

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, Deputy City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE: