



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, July 25, 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. July 11, 2016 Regular Meeting
2. Claims & Vouchers (TAB 2)
 - a. Checks: 39106 to 39107 + electronic payments \$12,668.79
 - b. Checks: 39122 to 39149 \$39,337.82

GRAND TOTAL: \$52,006.61

F. Reports

1. Staff Reports (TAB 3)
 - a. Treasurer's Report
2. Council Reports
3. Mayor's Report

G. Comments of Citizens and Guests Present

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

H. Public Hearing

- 1. Variance Request**

I. Business

- 1. Position Pay Grades and Tables (TAB 4) - Cassinelli**
- 2. DWSRF Sahalee Water System Improvements (TAB 5) - Cassinelli**
- 3. G&O Sahalee Water and Sewer Improvements (TAB 6) - Cassinelli**

J. Discussion

- 1. Tynkila Variance Request (TAB 9) – Cassinelli/Deborah Johnson**
- 2. iFocus Contract Renewal (TAB 10) - Cassinelli**

K. Correspondence and Written Reports

L. Future Discussion/Agendas

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

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	-TIME	LOCATION
City Council	Regular Meeting	Monday	07/25/16 08/15/16	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, July 11, 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, and Mayor Cassinelli.
Councilmembers Karnofski and Forner was absent.

D. Approval of Agenda

1. **ACTION: Motion to approve the agenda as presented. (Marshall/Jensen) 3 Ayes 0 Nays 0 Abstain.**

E. Approval of Consent Agenda

1. Including Checks 39062 to 39069 + Electronic totaling \$33,006.54, Checks: 39070 to 39105 totaling \$59,059.33 for a grand total of \$92,065.87.
ACTION: Motion to approve the consent agenda. (Marshall/Jensen) 3 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

i. Police Chief

A written report was submitted for the agenda packet. Chief Wright also commented that the Ilwaco Fireworks Show was outstanding as usual. There was a large crowd for the 4th, possibly as large as 2015 but State Parks worked hard to keep camping off the beach and the results were good.

ii. City Planner

The draft Bike/Ped Assessment is available online at http://www.cwcog.org/documents/BikePedAssessmentDraft_001.pdf. Comments are due by July 26, 2016.

2. Council Reports

- i.** Councilmember Chambreau reported on a new single residence development on the west side of Loop 100.

3. Mayor's Report

- i. Mayor Cassinelli attended the Port of Ilwaco and South EDC meetings. Joined David Glasson from the City of Long Beach and toured the Willapa Regional and Westport waste water treatment plants. Both cities have been contacted by DOE to find alternatives to winter sludge site applications.

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 illegal short term rental continued over the 4th of July holiday with much disruption to the neighborhood. No caretaker was present, too many vehicles were parked around the residence, police were called, fireworks continued late into the night for all 5 nights. The property is no longer being advertised on AirBnB.com, but considering the history of the home being turned down for vacation rental CUP, there should be no future considerations given if applied for in the future.
2. Cathy Dean of 210 Pearl Ave thanked the responding officers at 211 Pearl for their assistance. It was also suggested that the city look into using "quiet fireworks".

H. Business

1. Abandoned Checks Resolution

ACTION: Motion to adopt the resolution voiding abandoned checks 37175, 37176, and 37977 totaling \$211.20. (Marshall/Chambreau) 3 Ayes 0 Nay 0 Abstain.

I. Discussion

1. Position Pay Grades and Tables

ACTION: Move to business at next meeting.

2. Short Term Vacation Rentals

Sam Rubin presented the Staff report to Council. Discussion ensued regarding annual inspections by the building inspector/fire chief, separation of the R3 zone from the proposed ordinance, and the intent of the maximum occupancy condition. Through public comment, it was brought up that this ordinance is "becoming more restrictive than progressive" in regards to the occupancy in R3. Council suggested to make a change to the current language of Chapter 15 to only deal with the question of occupancy.

Discussion regarding the short term ordinance will continue separately.

ACTION: Motion from council to send a letter to the planer asking to change the development regulations for R3 occupancy to read, "The maximum number of occupants shall not exceed (3) persons (over the age of three (3)) per bedroom, plus two (2)." (Marshall/Chambreau) 3 Ayes 0 Nay 0 Abstain.

3. DWSRF Sahalee Water System Improvements

Councilmember Marshall asked if this cost had included a short fall proforma.

ACTION: Move to business at next meeting.

4. G&O Sahalee Water and Sewer Improvements

This work will be scheduled to begin after the city park renovations are completed.

ACTION: Move to business at next meeting.

5. Abandoned Checks Resolution

ACTION: Move to business at this meeting. (Marshall/Chambreau) 3 Ayes 0 Nay 0 Abstain.

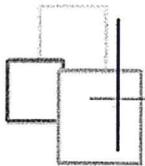
J. Future Discussion/Agendas

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

K. Motion to adjourn the meeting (Jensen) Mayor Cassinelli adjourned the meeting at 7:53 p.m.

Mike Cassinelli, Mayor

Holly Beller, Deputy City Clerk



Register

Number	Name	Fiscal Description	Amount
<u>39106</u>	Fero, Jimmie W	2016 - July - Second Meeting	\$1,166.00
<u>39107</u>	AFLAC Remittance Processing	2016 - July - Second Meeting	\$515.74
Beller, Holly Celeste	ACH Pay - 1924	2016 - July - Second Meeting	\$1,370.25
Benson, Austin	ACH Pay - 1925	2016 - July - Second Meeting	\$1,338.90
Budd, William	ACH Pay - 1926	2016 - July - Second Meeting	\$986.76
Gray, Richard Roy	ACH Pay - 1928	2016 - July - Second Meeting	\$1,984.74
Mc Kee, David A	ACH Pay - 1929	2016 - July - Second Meeting	\$1,838.96
Staples, Terri P	ACH Pay - 1931	2016 - July - Second Meeting	\$451.43
<u>EFT-7-20-16</u>	U.S. Treasury Department	2016 - July - Second Meeting	\$3,016.01
			\$12,668.79

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.

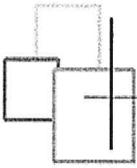
Treasurer

39106 through 39107 and electronic payments totalling \$12,668.79 are approved this 25th day of July, 2016.

Council member

Council member

Council member



Register

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

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>39122</u>	Active Enterprises/petro.	7/25/2016	\$286.73
<u>39123</u>	Art's Auto Parts, Inc.	7/25/2016	\$7.55
<u>39124</u>	Backflow By The Best	7/25/2016	\$2,150.00
<u>39125</u>	Beachdog.com Inc	7/25/2016	\$300.00
<u>39126</u>	Cascade Columbia Distribution Co.	7/25/2016	\$763.39
<u>39127</u>	Centurylink	7/25/2016	\$1,634.05
<u>39128</u>	Charter Communications	7/25/2016	\$89.98
<u>39129</u>	Chinook Observer	7/25/2016	\$74.52
<u>39130</u>	Coast Rehabilitation Services	7/25/2016	\$35.00
<u>39131</u>	Consolidated Supply Co.	7/25/2016	\$536.79
<u>39132</u>	Discovery Benefits	7/25/2016	\$9.00
<u>39133</u>	Evergreen Septic Service	7/25/2016	\$300.00
<u>39134</u>	Hach Company	7/25/2016	\$174.70
<u>39135</u>	K & L Supply, Inc.	7/25/2016	\$1,724.74
<u>39136</u>	Lazerquick	7/25/2016	\$107.00
<u>39137</u>	North Central Laboratories	7/25/2016	\$250.12
<u>39138</u>	Northstar Chemical, Inc.	7/25/2016	\$1,528.00
<u>39139</u>	Pacific CO Health and Human Services	7/25/2016	\$184.64
<u>39140</u>	Pacific CO Sheriff Office	7/25/2016	\$8,860.71
<u>39141</u>	Port of Ilwaco	7/25/2016	\$774.90
<u>39142</u>	PR Diamond Products, Inc.	7/25/2016	\$182.00
<u>39143</u>	PUD No 2 of Pacific County	7/25/2016	\$9,126.38
<u>39144</u>	Solutions Yes	7/25/2016	\$60.44
<u>39145</u>	Total Vegetation Management	7/25/2016	\$5,993.68
<u>39146</u>	Visa	7/25/2016	\$770.76
<u>39147</u>	Vision Municipal Solutions, Llc	7/25/2016	\$433.54
<u>39148</u>	Wadsworth Electric	7/25/2016	\$2,231.79
<u>39149</u>	Wilcox & Flegel Oil Co.	7/25/2016	\$747.41
	Total Check		\$39,337.82
	Total 8023281		\$39,337.82
	Grand Total		\$39,337.82

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.

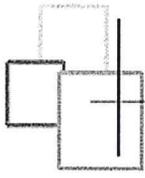
Jan Vause
Treasurer

39122 through 39149 totalling \$39,337.82 are approved this 25th day of July, 2016.

Council member

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Active Enterprises/petro.	39122			2016 - July - Second Meeting	
		Invoice - 7/18/2016 4:11:38 PM			
		194741			
		409-000-000-535-00-31-01		Operations And Maintenance	\$286.73
		Total Invoice - 7/18/2016 4:11:38 PM			\$286.73
	Total 39122				\$286.73
Total Active Enterprises/petro.					\$286.73
Art's Auto Parts, Inc.	39123			2016 - July - Second Meeting	
		Invoice - 7/8/2016 1:51:51 PM			
		175258			
		001-000-000-576-80-48-00		Repairs & Maintenance	\$7.55
		Total Invoice - 7/8/2016 1:51:51 PM			\$7.55
	Total 39123				\$7.55
Total Art's Auto Parts, Inc.					\$7.55
Backflow By The Best	39124			2016 - July - Second Meeting	
		Invoice - 7/20/2016 4:36:49 PM			
		1249			
		409-000-000-535-00-41-05		Professional Services	\$2,150.00
		Total Invoice - 7/20/2016 4:36:49 PM			\$2,150.00
	Total 39124				\$2,150.00
Total Backflow By The Best					\$2,150.00
Beachdog.com Inc	39125			2016 - July - Second Meeting	
		Invoice - 7/8/2016 1:50:33 PM			
		20985			
		001-000-000-557-20-41-00		Ilwaco Web Page	\$300.00
		Total Invoice - 7/8/2016 1:50:33 PM			\$300.00
	Total 39125				\$300.00
Total Beachdog.com Inc					\$300.00
Cascade Columbia Distribution Co.	39126			2016 - July - Second Meeting	
		Invoice - 7/20/2016 4:41:09 PM			
		671296			
		401-000-000-534-00-31-01		Chemicals	\$763.39
		Total Invoice - 7/20/2016 4:41:09 PM			\$763.39
	Total 39126				\$763.39
Total Cascade Columbia Distribution Co.					\$763.39
Centurylink	39127			2016 - July - Second Meeting	
		Invoice - 7/18/2016 4:23:37 PM			

Vendor	Number	Reference	Account Number	Description	Amount
			June bill		
			001-000-000-514-20-42-00	Communication	\$339.42
			001-000-000-522-10-42-00	Communication	\$481.36
			401-000-000-534-00-42-00	Communications	\$338.31
			409-000-000-535-00-42-00	Communications	\$474.96
			Total Invoice - 7/18/2016 4:23:37 PM		\$1,634.05
	Total 39127				\$1,634.05
Total Centurylink					\$1,634.05
Charter Communications					
	39128				
			2016 - July - Second Meeting		
			Invoice - 7/18/2016 4:09:56 PM		
			001-000-000-514-20-42-00	Communication	\$18.00
			001-000-000-576-80-31-00	Office & Operating Supplies	\$14.40
			101-000-000-543-30-30-00	Office And Operating	\$14.40
			401-000-000-534-00-42-00	Communications	\$14.40
			408-000-000-531-38-31-01	Operations & Maintenance	\$14.40
			409-000-000-535-00-42-00	Communications	\$14.38
			Total Invoice - 7/18/2016 4:09:56 PM		\$89.98
	Total 39128				\$89.98
Total Charter Communications					\$89.98
Chinook Observer					
	39129				
			2016 - July - Second Meeting		
			Invoice - 7/8/2016 1:47:08 PM		
			SP2098		
			001-000-000-511-30-44-00	Official Publications	\$74.52
			Total Invoice - 7/8/2016 1:47:08 PM		\$74.52
	Total 39129				\$74.52
Total Chinook Observer					\$74.52
Coast Rehabilitation Services					
	39130				
			2016 - July - Second Meeting		
			Invoice - 7/20/2016 4:32:40 PM		
			459105		
			001-000-000-575-50-40-01	Community Bldg Other-Mntc	\$35.00
			Total Invoice - 7/20/2016 4:32:40 PM		\$35.00
	Total 39130				\$35.00
Total Coast Rehabilitation Services					\$35.00
Consolidated Supply Co.					
	39131				
			2016 - July - Second Meeting		
			Invoice - 7/20/2016 4:51:36 PM		
			S7817271.001		
			401-000-000-534-00-31-00	Operation & Maintenance	\$536.79
			Total Invoice - 7/20/2016 4:51:36 PM		\$536.79
	Total 39131				\$536.79
Total Consolidated Supply Co.					\$536.79
Discovery Benefits					
	39132				
			2016 - July - Second Meeting		
			Invoice - 7/8/2016 1:46:13 PM		
			001-000-000-514-20-20-00	Personnel Benefits	\$1.50
			001-000-000-522-10-20-00	Personnel Benefits	\$1.50
			001-000-000-576-80-20-00	Parks Benefits	\$1.50
			101-000-000-542-30-20-00	Benefits	\$1.50
			401-000-000-534-00-20-00	Benefits	\$1.50

Vendor	Number	Reference	Account Number	Description	Amount
			401-000-000-534-00-31-01	Chemicals	\$868.00
		Total Invoice - 7/20/2016 4:35:00 PM			\$868.00
		Invoice - 7/8/2016 1:45:24 PM			
		87974			
			401-000-000-534-00-31-01	Chemicals	\$660.00
		Total Invoice - 7/8/2016 1:45:24 PM			\$660.00
	Total 39138				\$1,528.00
Total Northstar Chemical, Inc.					\$1,528.00
Pacific CO Health and Human Services					
	39139	2016 - July - Second Meeting			
		Invoice - 7/18/2016 4:00:42 PM			
			101-000-000-543-30-30-00	Office And Operating	\$184.64
		Total Invoice - 7/18/2016 4:00:42 PM			\$184.64
	Total 39139				\$184.64
Total Pacific CO Health and Human Services					\$184.64
Pacific CO Sheriff Office					
	39140	2016 - July - Second Meeting			
		Invoice - 7/8/2016 1:47:35 PM			
		1627			
			001-000-000-528-60-51-00	Dispatch Services	\$7,210.71
		Total Invoice - 7/8/2016 1:47:35 PM			\$7,210.71
		Invoice - 7/8/2016 1:49:56 PM			
			001-000-000-525-60-51-00	Disaster Preparedness	\$1,650.00
		Total Invoice - 7/8/2016 1:49:56 PM			\$1,650.00
	Total 39140				\$8,860.71
Total Pacific CO Sheriff Office					\$8,860.71
Port of Ilwaco					
	39141	2016 - July - Second Meeting			
		Invoice - 7/21/2016 8:10:38 AM			
		incorrect payment through MARS			
			001-000-000-337-00-03-00	Port of Ilwaco	\$774.90
		Total Invoice - 7/21/2016 8:10:38 AM			\$774.90
	Total 39141				\$774.90
Total Port of Ilwaco					\$774.90
PR Diamond Products, Inc.					
	39142	2016 - July - Second Meeting			
		Invoice - 7/18/2016 4:04:39 PM			
		0041775-IN			
			001-000-000-576-80-48-00	Repairs & Maintenance	\$36.40
			101-000-000-543-30-30-00	Office And Operating	\$36.40
			401-000-000-534-00-31-00	Operation & Maintenance	\$36.40
			408-000-000-531-38-31-01	Operations & Maintenance	\$36.40
			409-000-000-535-00-31-01	Operations And Maintenance	\$36.40
		Total Invoice - 7/18/2016 4:04:39 PM			\$182.00
	Total 39142				\$182.00
Total PR Diamond Products, Inc.					\$182.00
PUD No 2 of Pacific County					
	39143	2016 - July - Second Meeting			
		Invoice - 7/18/2016 4:25:15 PM			
		July Bill			
			001-000-000-511-60-47-00	Electricity	\$71.15
			001-000-000-522-50-47-00	Electricity	\$272.85

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-000-572-50-47-00	Electricity	\$480.32
			001-000-000-575-50-40-00	Community Bldg Other - Electri	\$320.21
			001-000-000-576-80-47-00	Electricity	\$50.61
			101-000-000-542-63-47-00	Street Light Operating	\$617.42
			401-000-000-534-00-47-00	Electricity	\$2,219.34
			409-000-000-535-00-47-01	Electricity	\$5,094.48
			Total Invoice - 7/18/2016 4:25:15 PM		\$9,126.38
	Total 39143				\$9,126.38
Total PUD No 2 of Pacific County Solutions Yes					\$9,126.38
	39144			2016 - July - Second Meeting	
			Invoice - 7/8/2016 1:48:23 PM		
			INV74628		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$15.11
			101-000-000-543-30-30-00	Office And Operating	\$15.11
			401-000-000-534-00-31-06	Office & Customer Service	\$15.11
			409-000-000-535-00-31-08	Office Supplies & Customer	\$15.11
			Total Invoice - 7/8/2016 1:48:23 PM		\$60.44
	Total 39144				\$60.44
Total Solutions Yes					\$60.44
Total Vegetation Management					\$60.44
	39145			2016 - July - Second Meeting	
			Invoice - 7/8/2016 1:49:10 PM		
			2016-120		
			409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$5,993.68
			Total Invoice - 7/8/2016 1:49:10 PM		\$5,993.68
	Total 39145				\$5,993.68
Total Total Vegetation Management					\$5,993.68
Visa					
	39146			2016 - July - Second Meeting	
			Invoice - 7/8/2016 2:05:47 PM		
			Mike Cassinelli		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$19.70
			001-000-000-522-10-31-00	Office & Operating Supplies	\$19.70
			001-000-000-576-80-31-00	Office & Operating Supplies	\$19.70
			101-000-000-543-30-30-00	Office And Operating	\$19.70
			101-000-000-543-30-30-00	Office And Operating	\$125.25
			401-000-000-534-00-31-06	Office & Customer Service	\$19.71
			408-000-000-531-38-31-01	Operations & Maintenance	\$19.71
			409-000-000-535-00-31-08	Office Supplies & Customer	\$19.70
			Total Invoice - 7/8/2016 2:05:47 PM		\$263.17
			Invoice - 7/8/2016 2:05:49 PM		
			Ariel Smith		
			401-000-000-534-00-31-06	Office & Customer Service	\$21.49
			401-000-000-594-34-64-01	Equipment	\$464.60
			409-000-000-535-00-31-01	Operations And Maintenance	\$21.50
			Total Invoice - 7/8/2016 2:05:49 PM		\$507.59
	Total 39146				\$770.76
Total Visa					\$770.76
Vision Municipal Solutions, Llc					
	39147			2016 - July - Second Meeting	
			Invoice - 7/20/2016 4:31:01 PM		

Vendor	Number	Reference	Account Number	Description	Amount
			3674		
			401-000-000-534-00-31-00	Operation & Maintenance	\$166.77
			408-000-000-531-38-31-01	Operations & Maintenance	\$100.00
			409-000-000-535-00-31-01	Operations And Maintenance	\$166.77
			Total Invoice - 7/20/2016 4:31:01 PM		\$433.54
	Total 39147				\$433.54
Total Vision Municipal Solutions, Llc					\$433.54
Wadsworth Electric					
	39148			2016 - July - Second Meeting	
			Invoice - 7/20/2016 4:39:25 PM		
			402346		
			401-000-000-534-00-41-03	Professional Services - Electrician	\$646.36
			Total Invoice - 7/20/2016 4:39:25 PM		\$646.36
			Invoice - 7/8/2016 1:45:49 PM		
			402293		
			401-000-000-534-00-41-03	Professional Services - Electrician	\$1,585.43
			Total Invoice - 7/8/2016 1:45:49 PM		\$1,585.43
	Total 39148				\$2,231.79
Total Wadsworth Electric					\$2,231.79
Wilcox & Flegel Oil Co.					
	39149			2016 - July - Second Meeting	
			Invoice - 7/8/2016 1:56:06 PM		
			001-000-000-522-10-32-00	Gasoline	\$111.45
			001-000-000-576-80-31-00	Office & Operating Supplies	\$85.32
			101-000-000-543-30-30-01	Gasoline & Oil Products	\$85.32
			401-000-000-534-00-32-00	Gasoline	\$240.22
			408-000-000-531-38-32-00	Gas/Oil Products	\$85.32
			409-000-000-535-00-32-00	Gas/oil Products	\$139.78
			Total Invoice - 7/8/2016 1:56:06 PM		\$747.41
	Total 39149				\$747.41
Total Wilcox & Flegel Oil Co.					\$747.41
Grand Total		Vendor Count	28		\$39,337.82

TREASURER'S REPORT
Month ending June 30, 2016

General Fund

In comparison to the first six months of 2015, revenues from utility tax collections for the first six months of 2016 are approximately \$3,000 higher. Overall sales tax revenues are approximately \$17,000 higher than this time in 2015. The notable upcoming project within the general fund is the city park renovation. This project is underway and should be completed by early fall.

Streets Fund

Motor vehicle fuel tax collections are on target with budget. There currently aren't any projects in the streets fund for 2016.

Water Fund

Receipts from water sales are slightly lower than expected, but that is anticipated to pick up as the summer months are here. The Sahalee water loan documents have been presented to Council for approval, once they are passed then this project can begin in conjunction with the sewer system replacement.

Sewer Fund

Revenue is right on target with the budget. As mentioned before the Sahalee water and sewer project pre-construction will begin in early fall. The construction is projected to start in 2017 and should carry through the end of the year.

Summary

Overall, revenues and expenses are not significantly different than expected. The two most significant budget issues that have been unanticipated costs related to the server replacement and the L&I inspection. Items like this justify the emergency reserves that the city has been diligently accumulating. The 2017 budget process has been initiated and council workshops will begin in the next few months.

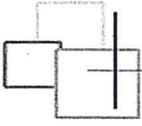
Current Overall Cash Position

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

Current Balances as of July 18, 2016

Bank of Pacific	
xxx.3303 Main	\$134,911
xxx.7413	3,350
LGIP	<u>1,179,080</u>
Total Cash	\$1,317,341

Ariel Smith,
Treasurer



Expenditure

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

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
General Fund Current Expense						
Expenditure						
General Government Services						
Legislative						
Official Publication Services						
001-000-000-511-30-44-00	Official Publications	\$487.35	\$1,273.77	\$2,500.00	50.95%	\$1,226.23
Total Official Publication Services		\$487.35	\$1,273.77	\$2,500.00	50.95%	\$1,226.23
Legislative Services						
001-000-000-511-60-10-00	Salaries & Wages	\$1,480.93	\$9,000.72	\$18,000.00	50.00%	\$8,999.28
001-000-000-511-60-20-00	Personnel Benefits	\$114.75	\$759.90	\$1,537.00	49.44%	\$777.10
001-000-000-511-60-41-01	IT/Software Services	\$452.00	\$11,020.27	\$12,500.00	88.16%	\$1,479.73
001-000-000-511-60-43-00	Travel/Meals/Lodging	\$0.00	\$419.40	\$500.00	83.88%	\$80.60
001-000-000-511-60-46-00	Insurances	\$0.00	\$7,703.96	\$7,730.00	99.66%	\$26.04
001-000-000-511-60-47-00	Electricity	\$78.39	\$772.30	\$0.00		(\$772.30)
001-000-000-511-60-47-02	City Sewer - Museum	\$41.87	\$209.33	\$800.00	26.17%	\$590.67
001-000-000-511-60-48-00	Repair & Maintenance	\$0.00	\$0.00	\$200.00	0.00%	\$200.00
001-000-000-511-60-49-00	Miscellaneous	\$12.02	\$362.02	\$400.00	90.51%	\$37.98
001-000-000-511-60-51-00	Election Costs	\$0.00	\$6,556.27	\$7,000.00	93.66%	\$443.73
Total Legislative Services		\$2,179.96	\$36,804.17	\$48,667.00	75.62%	\$11,862.83
Total Legislative		\$2,667.31	\$38,077.94	\$51,167.00	74.42%	\$13,089.06
Judicial						
001-000-000-512-50-40-03	Municipal Court Services	\$1,836.00	\$8,616.00	\$17,250.00	49.95%	\$8,634.00
001-000-000-512-50-40-04	Court Remit TO State	\$0.00	\$0.00	\$3,500.00	0.00%	\$3,500.00
Total Judicial		\$1,836.00	\$8,616.00	\$20,750.00	41.52%	\$12,134.00
Financial and Records Services						
Financial Services						
001-000-000-514-20-10-00	Salaries & Wages	\$3,382.22	\$19,943.79	\$35,578.00	56.06%	\$15,634.21
001-000-000-514-20-20-00	Personnel Benefits	\$1,060.26	\$6,928.72	\$12,013.00	57.68%	\$5,084.28
001-000-000-514-20-31-00	Office & Operating Supplies	\$312.63	\$2,260.44	\$6,500.00	34.78%	\$4,239.56
001-000-000-514-20-35-00	Small Tools & Equipment	\$0.00	\$0.00	\$2,000.00	0.00%	\$2,000.00
001-000-000-514-20-41-00	Professional Services	\$5,857.50	\$7,834.28	\$6,500.00	120.53%	(\$1,334.28)
001-000-000-514-20-42-00	Communication	\$359.64	\$2,123.59	\$4,080.00	52.05%	\$1,956.41
001-000-000-514-20-43-00	Travel/Meals/Lodging	\$0.00	\$410.20	\$1,000.00	41.02%	\$589.80
001-000-000-514-20-43-01	Training	\$0.00	\$0.00	\$1,500.00	0.00%	\$1,500.00
001-000-000-514-20-45-00	Postage Meter Rental	\$357.54	\$705.54	\$1,452.00	48.59%	\$746.46
001-000-000-514-20-46-00	Insurance	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-514-20-47-00	Electricity	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-514-20-47-01	Garbage Bills	\$285.22	\$1,426.10	\$3,049.00	46.77%	\$1,622.90
001-000-000-514-20-47-02	Water - City Hall	\$75.59	\$312.20	\$432.00	72.27%	\$119.80
001-000-000-514-20-47-03	Sewer - City Hall	\$123.38	\$487.08	\$1,440.00	33.83%	\$952.92
001-000-000-514-20-47-04	Storm Drainage	\$25.11	\$125.55	\$300.00	41.85%	\$174.45
001-000-000-514-20-48-00	Repairs & Maintenance	\$0.00	\$35.00	\$500.00	7.00%	\$465.00
001-000-000-514-20-49-00	Miscellaneous	\$285.00	\$437.00	\$3,000.00	14.57%	\$2,563.00
Budgeting, Accounting, Auditing (State Auditors)						
001-000-000-514-23-41-00	Audit Costs	\$0.00	\$0.00	\$0.00		\$0.00
Total Budgeting, Accounting, Auditing (State Auditors)		\$0.00	\$0.00	\$0.00		\$0.00
Total Financial Services		\$12,124.09	\$43,029.49	\$79,344.00	54.23%	\$36,314.51
Records Services						
001-000-000-514-30-50-00	Records Services	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-514-31-40-00	Recording Fees	\$0.00	\$207.00	\$0.00		(\$207.00)
Total Records Services		\$0.00	\$207.00	\$0.00		(\$207.00)
001-000-000-514-81-40-00	Licensing Fees	\$0.00	\$0.00	\$0.00		\$0.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Total Financial and Records Services		\$12,124.09	\$43,236.49	\$79,344.00	54.49%	\$36,107.51
Legal						
001-000-000-515-30-41-00	Legal Services	\$1,260.00	\$10,592.00	\$20,000.00	52.96%	\$9,408.00
Total Legal		\$1,260.00	\$10,592.00	\$20,000.00	52.96%	\$9,408.00
Other General Government Services						
Miscellaneous						
001-000-000-519-70-49-00	Assoc of WA Cities (dues)	\$0.00	\$733.00	\$720.00	101.81%	(\$13.00)
001-000-000-519-70-49-01	Pacific Council of	\$0.00	\$1,500.00	\$1,500.00	100.00%	\$0.00
001-000-000-519-70-49-02	Misc General Government	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-519-70-49-03	Pacific County EDC	\$0.00	\$500.00	\$500.00	100.00%	\$0.00
Total Miscellaneous		\$0.00	\$2,733.00	\$2,720.00	100.48%	(\$13.00)
Total Other General Government Services		\$0.00	\$2,733.00	\$2,720.00	100.48%	(\$13.00)
Total General Government Services		\$17,887.40	\$103,255.43	\$173,981.00	59.35%	\$70,725.57
Public Safety						
Law Enforcement Administration						
001-000-000-521-10-50-00	Law Enforcement Contract	\$18,568.33	\$111,409.98	\$222,820.00	50.00%	\$111,410.02
Total Administration		\$18,568.33	\$111,409.98	\$222,820.00	50.00%	\$111,410.02
001-000-000-521-30-40-00	Drug Task Force	\$0.00	\$0.00	\$0.00		\$0.00
Total Law Enforcement		\$18,568.33	\$111,409.98	\$222,820.00	50.00%	\$111,410.02
Fire Control Administration						
001-000-000-522-10-10-00	Salaries & Wages	\$1,514.30	\$9,074.64	\$17,857.00	50.82%	\$8,782.36
001-000-000-522-10-20-00	Personnel Benefits	\$873.57	\$5,365.89	\$11,288.00	47.54%	\$5,922.11
001-000-000-522-10-20-01	Board of Volunteer Firemen	\$0.00	\$930.00	\$2,000.00	46.50%	\$1,070.00
001-000-000-522-10-20-02	Life & Disability Insurance	\$0.00	\$3,612.14	\$3,600.00	100.34%	(\$12.14)
001-000-000-522-10-31-00	Office & Operating Supplies	\$183.95	\$2,199.82	\$8,000.00	27.50%	\$5,800.18
001-000-000-522-10-31-01	Training/Attendance	\$2,661.79	\$3,400.92	\$9,150.00	37.17%	\$5,749.08
001-000-000-522-10-32-00	Gasoline	\$145.06	\$375.25	\$1,700.00	22.07%	\$1,324.75
001-000-000-522-10-35-00	Small Tools & Equipment	\$99.99	\$1,339.28	\$7,000.00	19.13%	\$5,660.72
001-000-000-522-10-40-00	Safety	\$5,073.06	\$5,073.06	\$7,000.00	72.47%	\$1,926.94
001-000-000-522-10-42-00	Communication	\$452.87	\$2,608.17	\$4,440.00	58.74%	\$1,831.83
001-000-000-522-10-49-00	Miscellaneous	\$0.00	\$69.10	\$0.00		(\$69.10)
Total Administration		\$11,004.59	\$34,048.27	\$72,035.00	47.27%	\$37,986.73
Facilities						
001-000-000-522-50-46-00	Insurance	\$0.00	\$10,229.79	\$10,017.00	102.12%	(\$212.79)
001-000-000-522-50-47-00	Electricity	\$327.51	\$3,120.80	\$7,000.00	44.58%	\$3,879.20
001-000-000-522-50-47-01	Water	\$180.48	\$896.37	\$1,600.00	56.02%	\$703.63
001-000-000-522-50-47-02	Sewer	\$234.18	\$1,158.93	\$3,100.00	37.38%	\$1,941.07
001-000-000-522-50-47-03	Storm Drainage	\$70.47	\$352.36	\$600.00	58.73%	\$247.64
001-000-000-522-50-48-00	Repair & Maintenance	\$1,252.18	\$1,511.01	\$3,000.00	50.37%	\$1,488.99
Total Facilities		\$2,064.82	\$17,269.26	\$25,317.00	68.21%	\$8,047.74
001-000-000-522-60-48-00	Vehicle & Equipment	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
Total Fire Control		\$13,069.41	\$51,317.53	\$99,852.00	51.39%	\$48,534.47
Detention and/or Correction Monitoring Of Prisoners						
001-000-000-523-20-40-00	Correctional Institutions	\$331.00	\$1,330.06	\$3,000.00	44.34%	\$1,669.94
001-000-000-523-21-00-01	Juvenile Facility	\$0.00	\$0.00	\$50.00	0.00%	\$50.00
Total Monitoring Of Prisoners		\$331.00	\$1,330.06	\$3,050.00	43.61%	\$1,719.94
Total Detention and/or Correction		\$331.00	\$1,330.06	\$3,050.00	43.61%	\$1,719.94
Emergency Services						
Emergency Preparedness						
001-000-000-525-60-51-00	Disaster Preparedness	\$0.00	\$3,300.00	\$5,753.00	57.36%	\$2,453.00
Total Emergency Preparedness		\$0.00	\$3,300.00	\$5,753.00	57.36%	\$2,453.00
Total Emergency Services		\$0.00	\$3,300.00	\$5,753.00	57.36%	\$2,453.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Communications, Alarms and Dispatch						
Operations - Contracted Services						
001-000-000-528-60-51-00	Dispatch Services	\$0.00	\$14,421.42	\$26,564.00	54.29%	\$12,142.58
	Total Operations - Contracted Services	\$0.00	\$14,421.42	\$26,564.00	54.29%	\$12,142.58
	Total Communications, Alarms and Dispatch	\$0.00	\$14,421.42	\$26,564.00	54.29%	\$12,142.58
	Total Public Safety	\$31,968.74	\$181,778.99	\$358,039.00	50.77%	\$176,260.01
Economic Environment						
001-000-000-553-70-51-00	Air Pollution Control	\$0.00	\$425.00	\$423.00	100.47%	(\$2.00)
Community Services						
Information Services						
001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00	\$675.00	\$2,000.00	33.75%	\$1,325.00
	Total Information Services	\$50.00	\$675.00	\$2,000.00	33.75%	\$1,325.00
	Total Community Services	\$50.00	\$675.00	\$2,000.00	33.75%	\$1,325.00
Planning and Community Development						
Planning						
001-000-000-558-60-41-00	Planner Services	\$8,632.00	\$17,053.72	\$25,000.00	68.21%	\$7,946.28
	Total Planning	\$8,632.00	\$17,053.72	\$25,000.00	68.21%	\$7,946.28
	Total Planning and Community Development	\$8,632.00	\$17,053.72	\$25,000.00	68.21%	\$7,946.28
	Total Economic Environment	\$8,682.00	\$18,153.72	\$27,423.00	66.20%	\$9,269.28
Mental and Physical Health						
Substance Abuse						
001-000-000-566-00-51-00	Alcohol Program 2%	\$65.88	\$127.28	\$250.00	50.91%	\$122.72
	Total Substance Abuse	\$65.88	\$127.28	\$250.00	50.91%	\$122.72
	Total Mental and Physical Health	\$65.88	\$127.28	\$250.00	50.91%	\$122.72
Culture and Recreation						
Libraries						
Facilities						
001-000-000-572-50-41-00	Custodian Library	\$335.00	\$2,065.00	\$4,140.00	49.88%	\$2,075.00
001-000-000-572-50-46-00	Insurance	\$0.00	\$1,825.27	\$1,870.00	97.61%	\$44.73
001-000-000-572-50-47-00	Electricity	\$938.10	\$4,738.44	\$6,500.00	72.90%	\$1,761.56
001-000-000-572-50-47-01	City Water	\$182.34	\$912.16	\$1,200.00	76.01%	\$287.84
001-000-000-572-50-47-02	City Sewer	\$237.84	\$1,190.15	\$2,200.00	54.10%	\$1,009.85
001-000-000-572-50-47-03	Storm Drainage	\$10.99	\$54.95	\$100.00	54.95%	\$45.05
001-000-000-572-50-48-00	Repairs & Maintenance	\$0.00	\$900.00	\$1,500.00	60.00%	\$600.00
001-000-000-572-50-49-00	Miscellaneous	\$0.00	\$21.70	\$100.00	21.70%	\$78.30
	Total Facilities	\$1,704.27	\$11,707.67	\$17,610.00	66.48%	\$5,902.33
	Total Libraries	\$1,704.27	\$11,707.67	\$17,610.00	66.48%	\$5,902.33
Spectator and Community Events						
001-000-000-573-90-30-00	Street Banners	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-573-90-49-00	Black Lake Fishing Derby	\$0.00	\$4,246.75	\$4,200.00	101.11%	(\$46.75)
001-000-000-573-90-49-01	Port of Ilwaco Fireworks	\$7,500.00	\$7,500.00	\$7,500.00	100.00%	\$0.00
	Total Spectator and Community Events	\$7,500.00	\$11,746.75	\$11,700.00	100.40%	(\$46.75)
001-000-000-575-50-40-00	Community Bldg Other -	\$351.72	\$2,885.28	\$5,000.00	57.71%	\$2,114.72
001-000-000-575-50-40-01	Community Bldg Other-Mntc	\$977.68	\$3,490.98	\$3,000.00	116.37%	(\$490.98)
001-000-000-575-50-40-02	Community Building Water	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-575-50-40-03	Community Building Sewer	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-575-50-40-04	Community Building	\$0.00	\$9,576.00	\$9,576.00	100.00%	\$0.00
Park Facilities						
General Parks						
001-000-000-576-80-10-00	Parks Salaries and Wages	\$2,723.25	\$17,833.88	\$42,727.00	41.74%	\$24,893.12
001-000-000-576-80-20-00	Parks Benefits	\$925.23	\$6,572.51	\$19,035.00	34.53%	\$12,462.49
001-000-000-576-80-31-00	Office & Operating Supplies	\$339.02	\$3,383.72	\$5,000.00	67.67%	\$1,616.28
001-000-000-576-80-34-00	Aquatic Weed Treatment	\$0.00	\$9,531.55	\$20,000.00	47.66%	\$10,468.45
001-000-000-576-80-34-01	RCO Expenses	\$0.00	\$0.00	\$150,000.00	0.00%	\$150,000.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
001-000-000-576-80-34-02	DOE Shoreline Master	\$1,507.50	\$13,124.48	\$25,000.00	52.50%	\$11,875.52
001-000-000-576-80-35-00	Small Tools & Equipment	\$404.94	\$803.11	\$7,000.00	11.47%	\$6,196.89
001-000-000-576-80-46-00	Insurance	\$0.00	\$2,401.04	\$2,409.00	99.67%	\$7.96
001-000-000-576-80-47-00	Electricity	\$53.44	\$650.31	\$1,000.00	65.03%	\$349.69
001-000-000-576-80-47-01	Water-Parks, Sprinklers,Blk	\$189.80	\$949.76	\$2,600.00	36.53%	\$1,650.24
001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$47.73	\$263.23	\$2,400.00	10.97%	\$2,136.77
001-000-000-576-80-47-03	Storm Drainage	\$21.97	\$1,549.24	\$1,500.00	103.28%	(\$49.24)
001-000-000-576-80-48-00	Repairs & Maintenance	\$4,254.77	\$5,868.77	\$5,000.00	117.38%	(\$868.77)
001-000-000-576-80-49-00	Miscellaneous	\$0.00	\$70.94	\$0.00		(\$70.94)
001-000-000-576-80-49-01	Other	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-80-49-02	Ilwaco Park From Donations	\$0.00	\$2,838.68	\$150,000.00	1.89%	\$147,161.32
Total General Parks		\$10,467.65	\$65,841.22	\$433,671.00	15.18%	\$367,829.78
Total Park Facilities		\$10,467.65	\$65,841.22	\$433,671.00	15.18%	\$367,829.78
Total Culture and Recreation		\$21,001.32	\$105,247.90	\$480,557.00	21.90%	\$375,309.10
Debt Service						
Redemption Of Long-Term Debt - Governmental Funds						
001-000-000-591-13-71-00	Usda RD #97-09 Bond - Prin	\$10,011.83	\$10,011.83	\$20,261.00	49.41%	\$10,249.17
001-000-000-591-22-71-00	BOP Fire Station - Prin	\$0.00	\$24,197.63	\$39,073.00	61.93%	\$14,875.37
001-000-000-591-48-71-01	John Deer Mower 8157-96 -	\$1,000.00	\$6,000.00	\$12,000.00	50.00%	\$6,000.00
001-000-000-591-73-71-00	BOP Community Bldg - Prin	\$0.00	\$16,194.92	\$16,195.00	100.00%	\$0.08
Total Redemption Of Long-Term Debt - Governmental		\$11,011.83	\$56,404.38	\$87,529.00	64.44%	\$31,124.62
Interest And Other Debt Service Costs						
001-000-000-592-13-83-00	Usda RD #97-09 Bond -	\$3,252.17	\$3,252.17	\$6,267.00	51.89%	\$3,014.83
001-000-000-592-22-83-00	BOP Fire Station - Interest	\$0.00	\$14,518.67	\$38,359.00	37.85%	\$23,840.33
001-000-000-592-48-83-00	John Deer Mower 8157-96 -	\$82.23	\$493.38	\$984.00	50.14%	\$490.62
001-000-000-592-73-83-00	BOP Community Bldg -	\$0.00	\$12,832.00	\$12,832.00	100.00%	\$0.00
Total Interest And Other Debt Service Costs		\$3,334.40	\$31,096.22	\$58,442.00	53.21%	\$27,345.78
Capital Expenditures						
001-000-000-594-14-62-00	Governmental Facility	\$123.81	\$6,327.84	\$6,750.00	93.75%	\$422.16
001-000-000-594-14-64-00	Administrative Equipment	\$0.00	\$0.00	\$0.00		\$0.00
Equipment						
001-000-000-594-64-22-00	Fire Department Vehicles	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-64-22-01	Fire Equipment	\$0.00	\$0.00	\$0.00		\$0.00
Total Equipment		\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-76-64-00	Parks Vehicles	\$0.00	\$183.43	\$1,500.00	12.23%	\$1,316.57
Total Capital Expenditures		\$123.81	\$6,511.27	\$8,250.00	78.92%	\$1,738.73
001-000-000-597-00-00-00	Contingency	\$0.00	\$0.00	\$0.00		\$0.00
Total Debt Service		\$14,470.04	\$94,011.87	\$154,221.00	60.96%	\$60,209.13
Total Expenditure		\$94,075.38	\$502,575.19	\$1,194,471.00	42.08%	\$691,895.81
Total General Fund Current Expense		\$94,075.38	\$502,575.19	\$1,194,471.00	42.08%	\$691,895.81
City Streets						
Expenditure						
Transportation						
Road and Street Maintenance						
Roadway						
101-000-000-542-30-10-00	Salaries & Wages	\$2,454.28	\$15,884.28	\$29,377.00	54.07%	\$13,492.72
101-000-000-542-30-20-00	Benefits	\$809.69	\$5,695.21	\$12,984.00	43.86%	\$7,288.79
101-000-000-542-30-31-00	Roadway Operating	\$0.00	\$0.00	\$1,000.00	0.00%	\$1,000.00
101-000-000-542-30-35-00	Roadway Equipment	\$0.00	\$0.00	\$1,000.00	0.00%	\$1,000.00
101-000-000-542-30-40-00	Safety	\$827.80	\$827.80	\$2,688.00	30.80%	\$1,860.20
Total Roadway		\$4,091.77	\$22,407.29	\$47,049.00	47.63%	\$24,641.71
Traffic And Pedestrian Services						
Street Lighting						
101-000-000-542-63-47-00	Street Light Operating	\$621.31	\$3,858.68	\$6,005.00	64.26%	\$2,146.32
Total Street Lighting		\$621.31	\$3,858.68	\$6,005.00	64.26%	\$2,146.32
Snow And Ice Control						
101-000-000-542-66-31-00	Ice Control Operating	\$0.00	\$0.00	\$400.00	0.00%	\$400.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Total Snow And Ice Control		\$0.00	\$0.00	\$400.00	0.00%	\$400.00
Street Cleaning						
101-000-000-542-67-30-00	Street Cleaning	\$0.00	\$36.34	\$4,000.00	0.91%	\$3,963.66
Total Street Cleaning		\$0.00	\$36.34	\$4,000.00	0.91%	\$3,963.66
Total Traffic And Pedestrian Services		\$621.31	\$3,895.02	\$10,405.00	37.43%	\$6,509.98
Roadside						
101-000-000-542-70-31-00	Roadside Operating	\$154.98	\$724.21	\$3,000.00	24.14%	\$2,275.79
Total Roadside		\$154.98	\$724.21	\$3,000.00	24.14%	\$2,275.79
Total Road and Street Maintenance		\$4,868.06	\$27,026.52	\$60,454.00	44.71%	\$33,427.48
Road and Street General Administration / Overhead						
101-000-000-543-30-30-00	Office And Operating	\$188.02	\$1,993.10	\$6,000.00	33.22%	\$4,006.90
101-000-000-543-30-30-01	Gasoline & Oil Products	\$140.66	\$845.39	\$2,000.00	42.27%	\$1,154.61
101-000-000-543-30-30-02	Small Tools & Equipment	\$0.00	\$346.56	\$1,500.00	23.10%	\$1,153.44
101-000-000-543-30-40-00	Safety Training	\$0.00	\$0.00	\$500.00	0.00%	\$500.00
101-000-000-543-30-40-01	Insurance	\$0.00	\$1,473.03	\$1,453.00	101.38%	(\$20.03)
Total Road and Street General Administration / Overhead		\$328.68	\$4,658.08	\$11,453.00	40.67%	\$6,794.92
Total Transportation		\$5,196.74	\$31,684.60	\$71,907.00	44.06%	\$40,222.40
Debt Service						
Roads/Streets Construction & Other Infrastructure						
Roadway						
101-000-000-595-30-65-00	Roadway Construction	\$0.00	\$0.00	\$0.00		\$0.00
Total Roadway		\$0.00	\$0.00	\$0.00		\$0.00
Traffic And Pedestrian Services						
Sidewalks						
101-000-000-595-61-60-01	Sidewalks	\$0.00	\$0.00	\$0.00		\$0.00
Total Sidewalks		\$0.00	\$0.00	\$0.00		\$0.00
Total Traffic And Pedestrian Services		\$0.00	\$0.00	\$0.00		\$0.00
Total Roads/Streets Construction & Other Infrastructure		\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-597-00-00-01	Contingency	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-597-00-00-03	Transfer TO 001-Bldg. Rental	\$5,922.50	\$5,922.50	\$11,845.00	50.00%	\$5,922.50
101-000-000-597-00-00-10	Transfer TO 408	\$0.00	\$0.00	\$0.00		\$0.00
Total Debt Service		\$5,922.50	\$5,922.50	\$11,845.00	50.00%	\$5,922.50
Total Expenditure		\$11,119.24	\$37,607.10	\$83,752.00	44.90%	\$46,144.90
Total City Streets		\$11,119.24	\$37,607.10	\$83,752.00	44.90%	\$46,144.90
Tourism						
Expenditure						
104-000-000-557-30-40-03	Miscellaneous	\$3,750.00	\$7,500.00	\$7,500.00	100.00%	\$0.00
104-000-000-557-30-41-01	Heritage Museum	\$2,225.00	\$2,225.00	\$5,000.00	44.50%	\$2,775.00
104-000-000-557-30-41-02	Visitors Bldg. - City Portion	\$0.00	\$769.00	\$769.00	100.00%	\$0.00
104-000-000-557-30-41-03	Ilwaco Merchants Association	\$0.00	\$0.00	\$3,200.00	0.00%	\$3,200.00
104-000-000-557-30-41-04	Peninsula Visitors Bureau	\$0.00	\$8,500.00	\$8,500.00	100.00%	\$0.00
104-000-000-557-30-41-05	Ilwaco Charter Association	\$0.00	\$0.00	\$1,000.00	0.00%	\$1,000.00
104-000-000-557-30-46-00	Heritage Museum - Insurance	\$0.00	\$5,774.28	\$5,796.00	99.63%	\$21.72
Culture and Recreation						
Spectator and Community Events						
104-000-000-573-90-00-00	Merchants/marketing	\$0.00	\$0.00	\$0.00		\$0.00
104-000-000-573-90-00-03	Visitors Bureau	\$0.00	\$0.00	\$0.00		\$0.00
Total Spectator and Community Events		\$0.00	\$0.00	\$0.00		\$0.00
Park Facilities						
General Parks						
Unit						
104-000-000-576-80-31-00	Office & Operating Supplies	\$0.00	\$96.88	\$0.00		(\$96.88)
Total Unit		\$0.00	\$96.88	\$0.00		(\$96.88)

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Total General Parks		\$0.00	\$96.88	\$0.00		(\$96.88)
Total Park Facilities		\$0.00	\$96.88	\$0.00		(\$96.88)
Total Culture and Recreation		\$0.00	\$96.88	\$0.00		(\$96.88)
Debt Service						
104-000-000-597-00-00-00	Contingency	\$0.00	\$0.00	\$36,000.00	0.00%	\$36,000.00
104-000-000-597-00-00-01	Transfer TO 001	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
Total Debt Service		\$0.00	\$0.00	\$38,500.00	0.00%	\$38,500.00
Total Expenditure		\$5,975.00	\$24,865.16	\$70,265.00	35.39%	\$45,399.84
Total Tourism		\$5,975.00	\$24,865.16	\$70,265.00	35.39%	\$45,399.84
Excise Reserve						
Expenditure						
Debt Service						
301-000-000-597-00-00-01	Transfer TO 001	\$0.00	\$0.00	\$0.00		\$0.00
301-000-000-597-00-00-10	Transfer TO 408	\$0.00	\$0.00	\$0.00		\$0.00
Total Debt Service		\$0.00	\$0.00	\$0.00		\$0.00
Total Expenditure		\$0.00	\$0.00	\$0.00		\$0.00
Total Excise Reserve		\$0.00	\$0.00	\$0.00		\$0.00
Water						
Expenditure						
Utilities and Environment						
Water Utilities						
401-000-000-534-00-10-00	Salaries & Wages	\$17,112.14	\$88,557.55	\$170,606.00	51.91%	\$82,048.45
401-000-000-534-00-20-00	Benefits	\$4,207.40	\$30,800.40	\$67,751.00	45.46%	\$36,950.60
401-000-000-534-00-31-00	Operation & Maintenance	\$1,519.11	\$12,462.16	\$38,000.00	32.80%	\$25,537.84
401-000-000-534-00-31-01	Chemicals	\$1,978.79	\$14,778.78	\$32,000.00	46.18%	\$17,221.22
401-000-000-534-00-31-02	Monthly Excise Tax Pay	\$3,527.61	\$17,490.29	\$37,289.00	46.90%	\$19,798.71
401-000-000-534-00-31-03	Annual Meter Calibrations	\$633.10	\$633.10	\$2,500.00	25.32%	\$1,866.90
401-000-000-534-00-31-04	Annual Permit Fees	\$49.00	\$5,609.35	\$5,700.00	98.41%	\$90.65
401-000-000-534-00-31-05	Cleaning Water Tanks	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-31-06	Office & Customer Service	\$2,659.69	\$8,593.95	\$8,000.00	107.42%	(\$593.95)
401-000-000-534-00-32-00	Gasoline	\$324.29	\$1,480.23	\$5,500.00	26.91%	\$4,019.77
401-000-000-534-00-33-00	Intertie Water	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-35-00	Small Tools & Equipment	\$938.07	\$1,317.46	\$5,000.00	26.35%	\$3,682.54
401-000-000-534-00-35-01	Small Tools & Equipment -	\$0.00	\$4,128.42	\$5,000.00	82.57%	\$871.58
401-000-000-534-00-40-00	Safety	\$827.79	\$827.79	\$5,688.00	14.55%	\$4,860.21
401-000-000-534-00-41-00	Professional Services	\$0.00	\$0.00	\$4,000.00	0.00%	\$4,000.00
401-000-000-534-00-41-01	Attorney Fees	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-41-03	Professional Services -	\$3,210.11	\$19,206.91	\$20,000.00	96.03%	\$793.09
401-000-000-534-00-41-04	Professional Services -	\$1,533.62	\$6,652.37	\$9,000.00	73.92%	\$2,347.63
401-000-000-534-00-41-05	Water Comp. Plan-	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-42-00	Communications	\$441.29	\$2,605.63	\$4,500.00	57.90%	\$1,894.37
401-000-000-534-00-43-00	Travel/Meals/Lodging	\$0.00	\$2,419.92	\$2,500.00	96.80%	\$80.08
401-000-000-534-00-44-00	Advertising & Printing	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-46-00	Insurance	\$0.00	\$19,679.70	\$19,742.00	99.68%	\$62.30
401-000-000-534-00-47-00	Electricity	\$2,223.57	\$13,754.58	\$36,050.00	38.15%	\$22,295.42
401-000-000-534-00-47-01	Water	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-47-02	Sewer	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-534-00-47-03	Storm Drainage	\$0.00	\$654.26	\$950.00	68.87%	\$295.74
401-000-000-534-00-48-00	Vehicle Repairs/Maintenance	\$0.00	\$1,903.05	\$4,500.00	42.29%	\$2,596.95
401-000-000-534-00-48-01	Water Line Replacement	\$282.52	\$1,163.67	\$5,000.00	23.27%	\$3,836.33
401-000-000-534-00-49-00	Miscellaneous	\$0.00	\$112.00	\$0.00		(\$112.00)
401-000-000-534-00-49-01	Safety Training	\$0.00	\$650.00	\$500.00	130.00%	(\$150.00)
401-000-000-534-00-49-02	Software Upgrade	\$0.00	\$0.00	\$2,000.00	0.00%	\$2,000.00
Total Water Utilities		\$41,468.10	\$255,481.57	\$491,776.00	51.95%	\$236,294.43
Total Utilities and Environment		\$41,468.10	\$255,481.57	\$491,776.00	51.95%	\$236,294.43
Debt Service						
Redemption of Long Term Debt - Proprietary Funds						

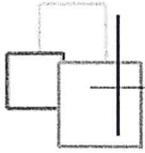
Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
401-000-000-591-34-72-00	Principal Pwtf - 94206	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-591-34-72-01	Principal Pwtf - 04-65104-013	\$0.00	\$0.00	\$16,949.00	0.00%	\$16,949.00
401-000-000-591-34-72-02	Principal DWSRF 11-952-016	\$0.00	\$0.00	\$20,475.00	0.00%	\$20,475.00
401-000-000-591-34-72-03	Principal DWSRF 11-952-015	\$0.00	\$0.00	\$38,824.06	0.00%	\$38,824.06
401-000-000-591-34-72-04	Principal DWSRF 11-952-017	\$0.00	\$0.00	\$3,465.00	0.00%	\$3,465.00
Total Redemption of Long Term Debt - Proprietary Funds		\$0.00	\$0.00	\$79,713.06	0.00%	\$79,713.06
Interest And Other Debt Service Costs						
401-000-000-592-34-80-00	Interest Pwtf - 94206	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-592-34-83-01	Interest Pwtf - 04-65104-013	\$0.00	\$0.00	\$1,695.00	0.00%	\$1,695.00
401-000-000-592-34-83-02	Interest DWSRF 11-952-016	\$0.00	\$0.00	\$5,528.26	0.00%	\$5,528.26
401-000-000-592-34-83-03	Interest DWSRF 11-952-015	\$0.00	\$0.00	\$11,064.86	0.00%	\$11,064.86
401-000-000-592-34-83-04	Interest DWSRF 11-952-017	\$0.00	\$0.00	\$987.52	0.00%	\$987.52
Total Interest And Other Debt Service Costs		\$0.00	\$0.00	\$19,275.64	0.00%	\$19,275.64
Capital Expenditures						
401-000-000-594-34-41-01	Engineering - Plant	\$0.00	\$0.00	\$115,645.00	0.00%	\$115,645.00
401-000-000-594-34-41-02	Engineering - Distribution	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-594-34-62-01	Construction - Plant	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-594-34-62-02	Construction - Distribution	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-594-34-62-03	Plant Improvements	\$0.00	\$14,307.41	\$14,000.00	102.20%	(\$307.41)
401-000-000-594-34-64-00	Vehicle Purchase	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-594-34-64-01	Equipment	\$1,315.77	\$23,791.39	\$50,000.00	47.58%	\$26,208.61
401-000-000-594-34-64-02	Contingency	\$0.00	\$0.00	\$90,000.00	0.00%	\$90,000.00
Total Capital Expenditures		\$1,315.77	\$38,098.80	\$269,645.00	14.13%	\$231,546.20
Transfer Out						
401-000-000-597-00-00-02	Transfer TO 001	\$7,625.00	\$7,625.00	\$15,250.00	50.00%	\$7,625.00
401-000-000-597-00-00-03	Transfer TO 403 Usda 91-01	\$0.00	\$2,177.00	\$4,354.00	50.00%	\$2,177.00
401-000-000-597-00-00-04	Transfer To403pwtf04-65104-	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-597-00-00-05	Transfer to 101	\$0.00	\$0.00	\$0.00		\$0.00
Total Transfer Out		\$7,625.00	\$9,802.00	\$19,604.00	50.00%	\$9,802.00
Total Debt Service		\$8,940.77	\$47,900.80	\$388,237.70	12.34%	\$340,336.90
Total Expenditure		\$50,408.87	\$303,382.37	\$880,013.70	34.47%	\$576,631.33
Total Water		\$50,408.87	\$303,382.37	\$880,013.70	34.47%	\$576,631.33

Water & Sewer Bond Redemption Expenditure

Debt Service						
403-000-000-591-34-70-05	Pwtf 04-65104-013 Principal	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-591-34-72-00	Usda 91-01 Principal	\$0.00	\$1,233.83	\$2,499.00	49.37%	\$1,265.17
403-000-000-591-35-70-01	Pwtf 97-791-007 Principal	\$0.00	\$13,118.25	\$13,118.00	100.00%	(\$0.25)
403-000-000-591-35-70-03	Pwtf 04-691 Principal	\$0.00	\$1,496.23	\$1,496.00	100.02%	(\$0.23)
403-000-000-591-35-70-04	Pwtf 05-691 Principal	\$0.00	\$20,260.48	\$20,260.00	100.00%	(\$0.48)
403-000-000-591-35-72-01	Srf 94-08 Principal Only	\$52,153.94	\$104,307.88	\$104,308.00	100.00%	\$0.12
403-000-000-591-35-72-04	Pwtf - 06-962-0017 Principal	\$0.00	\$12,559.00	\$12,559.00	100.00%	\$0.00
403-000-000-591-35-72-05	PWTF PC13-961-054 Nesadi	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-591-35-72-06	B of P - 2008 - Principal	\$0.00	\$7,945.08	\$16,022.00	49.59%	\$8,076.92
403-000-000-591-35-72-07	PWTF PR09-951-050	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-591-35-78-00	DOE SRF L1300001-	\$0.00	\$68,176.68	\$137,279.00	49.66%	\$69,102.32
403-000-000-591-35-78-01	DOE SRF L1300003 -	\$0.00	\$18,614.27	\$37,481.00	49.66%	\$18,866.73
403-000-000-591-35-78-02	DOE SRF L1300006 -	\$0.00	\$2,329.89	\$4,961.00	46.96%	\$2,631.11
Interest And Other Debt Service Costs						
403-000-000-592-34-80-00	Usda 91-01 Interest	\$0.00	\$943.17	\$1,855.00	50.84%	\$911.83
403-000-000-592-34-80-02	Pwtf - 2003 Interest	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-592-34-80-03	Ptwf 04-691 Interest	\$0.00	\$134.66	\$787.00	17.11%	\$652.34
403-000-000-592-35-80-00	Usda 92-07 Interest	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-592-35-80-01	Usda-Sbr #3 - Interest	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-592-35-80-04	Pwtf - 06-962-0017 Interest	\$0.00	\$690.75	\$0.00		(\$690.75)
403-000-000-592-35-80-05	PWTF PC13-961-054 Nesadi	\$0.00	\$1,221.47	\$1,211.00	100.86%	(\$10.47)
403-000-000-592-35-80-06	B of P - 2008 - Interest	\$0.00	\$6,878.32	\$13,624.00	50.49%	\$6,745.68
403-000-000-592-35-80-07	Pwtf 05-691 Interest	\$0.00	\$4,052.10	\$4,052.00	100.00%	(\$0.10)
403-000-000-592-35-80-08	Pwtf 97-791-007 Interest	\$0.00	\$787.10	\$787.00	100.01%	(\$0.10)
403-000-000-592-35-80-09	Pwtf 04-65104-013 Interest	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-592-35-80-10	PWTF PR09-951-050	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-592-35-83-00	DOE SRF L1300001- Interest	\$0.00	\$39,656.67	\$78,388.00	50.59%	\$38,731.33
403-000-000-592-35-83-01	DOE SRF L1300003 - Interest	\$0.00	\$11,632.29	\$23,012.00	50.55%	\$11,379.71
403-000-000-592-35-83-02	DOE SRF L1300006 - Interest	\$0.00	\$99.88	\$195.00	51.22%	\$95.12

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Total Interest And Other Debt Service Costs		\$0.00	\$66,096.41	\$123,911.00	53.34%	\$57,814.59
Total Debt Service		\$52,153.94	\$316,138.00	\$473,894.00	66.71%	\$157,756.00
Total Expenditure		\$52,153.94	\$316,138.00	\$473,894.00	66.71%	\$157,756.00
Total Water & Sewer Bond Redemption		\$52,153.94	\$316,138.00	\$473,894.00	66.71%	\$157,756.00
Stormwater						
Expenditure						
Utilities and Environment						
408-000-000-531-00-31-03	Storm Drainage Cleaning	\$0.00	\$0.00	\$3,000.00	0.00%	\$3,000.00
Flood Control						
408-000-000-531-38-10-00	Salaries & Wages	\$1,385.83	\$8,047.14	\$17,484.00	46.03%	\$9,436.86
408-000-000-531-38-20-00	Benefits	\$425.63	\$2,807.50	\$6,709.00	41.85%	\$3,901.50
408-000-000-531-38-31-01	Operations & Maintenance	\$211.91	\$5,014.34	\$12,000.00	41.79%	\$6,985.66
408-000-000-531-38-31-02	Excise Tax	\$99.06	\$921.41	\$1,600.00	57.59%	\$678.59
408-000-000-531-38-32-00	Gas/Oil Products	\$140.66	\$892.81	\$1,000.00	89.28%	\$107.19
408-000-000-531-38-35-00	Small Tools	\$0.00	\$218.77	\$1,500.00	14.58%	\$1,281.23
408-000-000-531-38-43-02	Training	\$0.00	\$70.00	\$0.00		(\$70.00)
408-000-000-531-38-46-00	Insurance	\$0.00	\$699.69	\$727.00	96.24%	\$27.31
Total Flood Control		\$2,263.09	\$18,671.66	\$41,020.00	45.52%	\$22,348.34
Total Utilities and Environment		\$2,263.09	\$18,671.66	\$44,020.00	42.42%	\$25,348.34
Debt Service						
Redemption of Long Term Debt - Proprietary Funds						
408-000-000-591-38-72-01	Strmwater -Principal	\$0.00	\$1,849.49	\$3,737.00	49.49%	\$1,887.51
408-000-000-591-38-72-02	Pw-04-691 Principal	\$0.00	\$1,496.23	\$1,496.00	100.02%	(\$0.23)
408-000-000-591-38-72-03	Pw-05-691-023 Principal	\$0.00	\$20,260.48	\$20,260.00	100.00%	(\$0.48)
Total Redemption of Long Term Debt - Proprietary Funds		\$0.00	\$23,606.20	\$25,493.00	92.60%	\$1,886.80
Interest And Other Debt Service Costs						
408-000-000-592-31-83-01	Strmwater - Interest	\$0.00	\$509.95	\$982.00	51.93%	\$472.05
408-000-000-592-31-83-02	Pw-04-691 Interest	\$0.00	\$134.66	\$135.00	99.75%	\$0.34
408-000-000-592-31-83-03	Pw-05-691-023 Interest	\$0.00	\$4,052.10	\$4,052.00	100.00%	(\$0.10)
Total Interest And Other Debt Service Costs		\$0.00	\$4,696.71	\$5,169.00	90.86%	\$472.29
Capital Expenditures						
408-000-000-594-31-64-00	Drainage Construction	\$0.00	\$765.02	\$7,000.00	10.93%	\$6,234.98
Total Capital Expenditures		\$0.00	\$765.02	\$7,000.00	10.93%	\$6,234.98
Transfer Out						
408-000-000-597-00-00-03	Transfer TO 001-Bldg. Rental	\$3,075.00	\$3,075.00	\$6,150.00	50.00%	\$3,075.00
Total Transfer Out		\$3,075.00	\$3,075.00	\$6,150.00	50.00%	\$3,075.00
Total Debt Service		\$3,075.00	\$32,142.93	\$43,812.00	73.37%	\$11,669.07
Total Expenditure		\$5,338.09	\$50,814.59	\$87,832.00	57.85%	\$37,017.41
Total Stormwater		\$5,338.09	\$50,814.59	\$87,832.00	57.85%	\$37,017.41
Sewer						
Expenditure						
409-000-000-520-35-83-02	DOE SRF L1300006 - Interest	\$0.00	\$0.00	\$0.00		\$0.00
Utilities and Environment						
Sewer Utilities						
409-000-000-535-00-10-00	Salaries And Wages	\$9,577.23	\$56,299.38	\$129,084.00	43.61%	\$72,784.62
409-000-000-535-00-20-00	Employee Benefits	\$2,886.59	\$19,323.71	\$51,042.00	37.86%	\$31,718.29
409-000-000-535-00-31-00	Operation & Maintenance	\$0.00	\$11.77	\$0.00		(\$11.77)
409-000-000-535-00-31-01	Operations And Maintenance	\$1,515.76	\$7,302.42	\$12,000.00	60.85%	\$4,697.58
409-000-000-535-00-31-02	Chemicals	\$3,352.43	\$10,994.86	\$16,000.00	68.72%	\$5,005.14
409-000-000-535-00-31-03	Excise Tax	\$1,324.85	\$7,315.35	\$15,649.00	46.75%	\$8,333.65
409-000-000-535-00-31-04	Annual Meter Calibrations	\$0.00	\$2,182.06	\$3,000.00	72.74%	\$817.94
409-000-000-535-00-31-05	Doe Annual Permit	\$0.00	\$9,232.58	\$10,000.00	92.33%	\$767.42
409-000-000-535-00-31-06	Screen Panels And Brushes	\$0.00	\$0.00	\$5,200.00	0.00%	\$5,200.00
409-000-000-535-00-31-07	Lab Supplies	\$386.00	\$3,698.75	\$5,000.00	73.98%	\$1,301.25
409-000-000-535-00-31-08	Office Supplies & Customer	\$184.49	\$4,400.93	\$6,000.00	73.35%	\$1,599.07
409-000-000-535-00-32-00	Gas/oil Products	\$99.31	\$962.92	\$3,600.00	26.75%	\$2,637.08

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
409-000-000-535-00-35-00	Small Tools	\$0.00	\$218.77	\$3,000.00	7.29%	\$2,781.23
409-000-000-535-00-40-00	Safety	\$827.80	\$827.80	\$2,688.00	30.80%	\$1,860.20
409-000-000-535-00-41-00	Attorney Fees	\$0.00	\$0.00	\$2,000.00	0.00%	\$2,000.00
409-000-000-535-00-41-01	Professional Services -	\$840.23	\$12,476.12	\$20,000.00	62.38%	\$7,523.88
409-000-000-535-00-41-02	Professional Services -	\$623.50	\$7,559.74	\$8,000.00	94.50%	\$440.26
409-000-000-535-00-41-04	Professional Services - Brush	\$0.00	\$0.00	\$0.00		\$0.00
409-000-000-535-00-41-05	Professional Services	\$0.00	\$4,119.41	\$7,000.00	58.85%	\$2,880.59
409-000-000-535-00-42-00	Communications	\$465.87	\$2,985.67	\$5,000.00	59.71%	\$2,014.33
409-000-000-535-00-43-01	Travel/meals & Lodging	\$0.00	\$942.21	\$2,500.00	37.69%	\$1,557.79
409-000-000-535-00-43-02	Training	\$50.00	\$414.60	\$3,500.00	11.85%	\$3,085.40
409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$1,300.00	\$9,053.00	\$45,000.00	20.12%	\$35,947.00
409-000-000-535-00-46-00	Insurance	\$0.00	\$14,538.83	\$14,589.00	99.66%	\$50.17
409-000-000-535-00-47-01	Electricity	\$5,290.92	\$32,818.46	\$60,000.00	54.70%	\$27,181.54
409-000-000-535-00-47-02	Water	\$638.85	\$2,518.89	\$6,000.00	41.98%	\$3,481.11
409-000-000-535-00-47-03	Sewer	\$904.42	\$3,188.95	\$7,200.00	44.29%	\$4,011.05
409-000-000-535-00-47-04	Garbage Services	\$78.03	\$703.19	\$3,000.00	23.44%	\$2,296.81
409-000-000-535-00-47-05	Storm Drainage	\$32.99	\$252.14	\$650.00	38.79%	\$397.86
409-000-000-535-00-48-01	Repairs And Maintenance	\$0.00	\$2,256.38	\$10,000.00	22.56%	\$7,743.62
409-000-000-535-00-48-02	Annual Pipe Clean/tv Inspect	\$0.00	\$2,527.56	\$10,000.00	25.28%	\$7,472.44
409-000-000-535-00-48-03	Miscellaneous	\$0.00	(\$60.00)	\$3,000.00	-2.00%	\$3,060.00
Total Sewer Utilities		\$30,379.27	\$219,066.45	\$469,702.00	46.64%	\$250,635.55
Total Utilities and Environment		\$30,379.27	\$219,066.45	\$469,702.00	46.64%	\$250,635.55
Debt Service						
Capital Expenditures						
409-000-000-594-35-63-00	Sewer Line Replace/repair	\$0.00	\$0.00	\$10,000.00	0.00%	\$10,000.00
409-000-000-594-35-63-01	Engineering - Collection	\$0.00	\$0.00	\$285,000.00	0.00%	\$285,000.00
409-000-000-594-35-64-01	Machinery & Equipment	\$5,600.00	\$8,777.73	\$20,000.00	43.89%	\$11,222.27
409-000-000-594-35-64-02	Vehicle Purchase -Grit Trlr	\$0.00	\$0.00	\$0.00		\$0.00
409-000-000-594-35-64-03	Pump	\$6,253.20	\$6,253.20	\$90,000.00	6.95%	\$83,746.80
409-000-000-594-63-35-04	Treatment Plant Roof	\$0.00	\$0.00	\$0.00		\$0.00
Equipment						
409-000-000-594-64-35-00	Software Upgrade	\$0.00	\$0.00	\$0.00		\$0.00
409-000-000-594-64-35-04	Add'l Machinery & Equipment	\$7,838.50	\$7,838.50	\$10,000.00	78.39%	\$2,161.50
409-000-000-594-64-35-05	Contingency	\$0.00	\$225.49	\$0.00		(\$225.49)
Total Equipment		\$7,838.50	\$8,063.99	\$10,000.00	80.64%	\$1,936.01
Total Capital Expenditures		\$19,691.70	\$23,094.92	\$415,000.00	5.57%	\$391,905.08
Transfer Out						
409-000-000-597-00-00-02	Transfer TO 001-Bldg. Rental	\$11,375.00	\$11,375.00	\$22,750.00	50.00%	\$11,375.00
409-000-000-597-00-00-04	Wwtp - TO 403 Srf	\$52,153.94	\$244,817.56	\$385,621.00	63.49%	\$140,803.44
409-000-000-597-00-00-05	Wwtp - TO 403 Pwtf	\$0.00	\$15,126.82	\$15,126.00	100.01%	(\$0.82)
409-000-000-597-00-00-10	TO 403 Wwtp Pwtf 06-962-	\$0.00	\$13,249.75	\$13,249.00	100.01%	(\$0.75)
409-000-000-597-00-00-11	TO 403 Wwtp Pwtf Red05-	\$0.00	\$24,312.58	\$24,312.00	100.00%	(\$0.58)
409-000-000-597-00-00-12	TO 403 Wwtp Pwtf Red04-	\$0.00	\$1,630.89	\$1,631.00	99.99%	\$0.11
409-000-000-597-00-00-13	WWTP to 403 PWTF PR09-	\$0.00	\$0.00	\$0.00		\$0.00
409-000-000-597-00-00-14	TO 404 Wwtp B of P Reserve	\$1,482.50	\$1,482.50	\$2,965.00	50.00%	\$1,482.50
409-000-000-597-00-00-15	TO 403 Wwtp-B of P 2008	\$0.00	\$14,823.40	\$29,646.00	50.00%	\$14,822.60
409-000-000-597-00-00-16	Wwtp - TO 404 Srf Reserve	\$8,794.00	\$8,794.00	\$17,588.00	50.00%	\$8,794.00
Total Transfer Out		\$73,805.44	\$335,612.50	\$512,888.00	65.44%	\$177,275.50
Total Debt Service		\$93,497.14	\$358,707.42	\$927,888.00	38.66%	\$569,180.58
Total Expenditure		\$123,876.41	\$577,773.87	\$1,397,590.00	41.34%	\$819,816.13
Total Sewer		\$123,876.41	\$577,773.87	\$1,397,590.00	41.34%	\$819,816.13
Grand Totals		\$342,946.93	\$1,813,156.28	\$4,187,817.70	43.30%	\$2,374,661.42



Revenue

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

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
General Fund Current Expense						
Revenue						
Taxes						
General Property Taxes						
001-000-000-311-10-00-00	General Property Taxes	\$26,388.23	\$90,803.27	\$148,124.00	61.30%	\$57,320.73
001-000-000-311-10-00-01	General Property-IVFD Truck	\$0.00	\$0.00	\$0.00		\$0.00
Total General Property Taxes		\$26,388.23	\$90,803.27	\$148,124.00	61.30%	\$57,320.73
Retail Sales and Use Taxes						
001-000-000-313-11-00-00	Local Sales & Use Taxes	\$11,637.24	\$70,394.54	\$135,000.00	52.14%	\$64,605.46
Total Retail Sales and Use Taxes		\$11,637.24	\$70,394.54	\$135,000.00	52.14%	\$64,605.46
Business and Occupation Taxes						
001-000-000-316-10-00-00	Business & Occupation Tax	\$0.00	\$40,026.47	\$65,000.00	61.58%	\$24,973.53
Business and Occupation Taxes on Private Utilites						
001-000-000-316-40-01-00	Garbage 6% Utility Tax	\$0.00	\$7,198.84	\$15,000.00	47.99%	\$7,801.16
001-000-000-316-40-02-00	Cable 6% Utility Tax	\$845.48	\$4,217.96	\$11,000.00	38.35%	\$6,782.04
001-000-000-316-40-03-00	Telephone 6% Utility Tax	\$1,778.51	\$13,966.26	\$32,000.00	43.64%	\$18,033.74
001-000-000-316-40-04-00	Electric 6% Utility Tax	\$0.00	\$36,987.38	\$75,000.00	49.32%	\$38,012.62
001-000-000-316-40-05-00	Water Utility Tax	\$3,813.51	\$23,762.02	\$59,319.00	40.06%	\$35,556.98
001-000-000-316-40-06-00	Sewer Utility Tax	\$3,936.80	\$23,842.35	\$46,947.00	50.79%	\$23,104.65
001-000-000-316-40-07-00	Storm Drainage Utility Tax	\$322.07	\$3,241.56	\$5,368.00	60.39%	\$2,126.44
001-000-000-316-40-08-00	Fire Hydrant Fee	\$0.00	\$0.00	\$0.00		\$0.00
Total Business and Occupation Taxes on Private Utilites		\$10,696.37	\$113,216.37	\$244,634.00	46.28%	\$131,417.63
001-000-000-316-81-00-00	Gambling Tax	\$0.00	\$560.31	\$500.00	112.06%	(\$60.31)
Total Business and Occupation Taxes		\$10,696.37	\$153,803.15	\$310,134.00	49.59%	\$156,330.85
Excise Taxes						
001-000-000-317-20-00-00	Local Leasehold Excise Tax	\$8,558.92	\$15,927.27	\$30,000.00	53.09%	\$14,072.73
001-000-000-317-40-00-00	Timber Harvest Excise Tax	\$37.27	\$77.94	\$0.00		(\$77.94)
Total Excise Taxes		\$8,596.19	\$16,005.21	\$30,000.00	53.35%	\$13,994.79
Total Taxes		\$57,318.03	\$331,006.17	\$623,258.00	53.11%	\$292,251.83
Licenses and Permits						
Business Licenses and Permits						
001-000-000-321-99-00-00	Other Business Licenses and Permits	\$2,510.41	\$19,187.49	\$35,000.00	54.82%	\$15,812.51
Total Business Licenses and Permits		\$2,510.41	\$19,187.49	\$35,000.00	54.82%	\$15,812.51
Non-Business Licenses and Permits						
Buildings, Structures and Equipment						
001-000-000-322-10-00-01	Building Permit Fees	\$0.00	(\$221.28)	\$5,000.00	-4.43%	\$5,221.28
Total Buildings, Structures and Equipment		\$0.00	(\$221.28)	\$5,000.00	-4.43%	\$5,221.28
001-000-000-322-90-00-01	Zoning Fees	\$195.75	\$4,005.75	\$7,000.00	57.23%	\$2,994.25
Total Non-Business Licenses and Permits		\$195.75	\$3,784.47	\$12,000.00	31.54%	\$8,215.53
Total Licenses and Permits		\$2,706.16	\$22,971.96	\$47,000.00	48.88%	\$24,028.04
Intergovernmental Revenues						
Direct Federal Grants						
001-000-000-331-97-03-60	Fema Grant	\$0.00	\$0.00	\$0.00		\$0.00
Total Direct Federal Grants		\$0.00	\$0.00	\$0.00		\$0.00
State Grants						
001-000-000-334-02-70-00	RCO Grant Proceeds	\$0.00	\$0.00	\$150,000.00	0.00%	\$150,000.00
001-000-000-334-03-12-00	DOE Aquatic Weed Grant	\$0.00	\$6,656.55	\$20,000.00	33.28%	\$13,343.45
001-000-000-334-03-13-00	DOE Shoreline Master Program	\$0.00	\$9,906.98	\$25,000.00	39.63%	\$15,093.02
001-000-000-334-03-14-00	RCO grant funds	\$0.00	\$0.00	\$0.00		\$0.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Total State Grants		\$0.00	\$16,563.53	\$195,000.00	8.49%	\$178,436.47
State Shared Revenues						
001-000-000-335-00-91-00	PUD Privilege Tax	\$0.00	\$0.00	\$12,000.00	0.00%	\$12,000.00
Total State Shared Revenues		\$0.00	\$0.00	\$12,000.00	0.00%	\$12,000.00
State Entitlements, Impact Payments and Taxes						
001-000-000-336-00-71-00	Multimodal Transportation City	\$161.16	\$644.65	\$0.00		(\$644.65)
001-000-000-336-06-20-00	Criminal Justice - High Crime	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-336-06-21-00	Criminal Justice - Violent	\$0.00	\$500.00	\$750.00	66.67%	\$250.00
001-000-000-336-06-25-00	Criminal Justice - Contracted Services	\$0.00	\$792.17	\$2,000.00	39.61%	\$1,207.83
001-000-000-336-06-26-00	Criminal Justice - Special Programs	\$0.00	\$464.28	\$915.00	50.74%	\$450.72
001-000-000-336-06-51-00	DUI & Other Criminal Justice Assistance	\$0.00	\$73.89	\$0.00		(\$73.89)
001-000-000-336-06-94-00	Liquor Excise Tax	\$0.00	\$2,255.14	\$4,186.00	53.87%	\$1,930.86
001-000-000-336-06-95-00	Liquor Board Profits	\$2,033.58	\$4,073.61	\$8,136.00	50.07%	\$4,062.39
Total State Entitlements, Impact Payments and Taxes		\$2,194.74	\$8,803.74	\$15,987.00	55.07%	\$7,183.26
Interlocal Grants, Entitlements, Payments, and Tax						
001-000-000-337-00-01-00	PCOG For Fire Station	\$0.00	\$25,000.00	\$25,000.00	100.00%	\$0.00
001-000-000-337-00-02-00	PCOG For Community Building	\$0.00	\$18,979.00	\$18,979.00	100.00%	\$0.00
001-000-000-337-00-03-00	Port of Ilwaco	\$0.00	\$0.00	\$0.00		\$0.00
Total Interlocal Grants, Entitlements, Payments, and Tax		\$0.00	\$43,979.00	\$43,979.00	100.00%	\$0.00
Total Intergovernmental Revenues		\$2,194.74	\$69,346.27	\$266,966.00	25.98%	\$197,619.73
Charges for Goods and Services						
General Government						
001-000-000-341-81-00-00	Photocopying	\$0.00	\$0.00	\$100.00	0.00%	\$100.00
Other General Government Services						
001-000-000-341-96-00-00	Other General Government Services	\$0.00	\$0.00	\$0.00		\$0.00
Total Other General Government Services		\$0.00	\$0.00	\$0.00		\$0.00
Total General Government		\$0.00	\$0.00	\$100.00	0.00%	\$100.00
Public Safety						
001-000-000-342-21-00-00	Fire Protection Services	\$0.00	\$1,485.00	\$8,000.00	18.56%	\$6,515.00
Total Public Safety		\$0.00	\$1,485.00	\$8,000.00	18.56%	\$6,515.00
Total Charges for Goods and Services		\$0.00	\$1,485.00	\$8,100.00	18.33%	\$6,615.00
Fines and Penalties						
Civil Infraction Penalties						
001-000-000-353-10-00-00	Traffic Infraction Penalties	\$0.00	\$57.16	\$0.00		(\$57.16)
001-000-000-353-10-03-01	Municipal Court Fines	\$744.03	\$2,837.64	\$7,000.00	40.54%	\$4,162.36
001-000-000-353-70-00-00	Non-Traffic Infraction Penalties	\$6.28	\$45.55	\$100.00	45.55%	\$54.45
Total Civil Infraction Penalties		\$750.31	\$2,940.35	\$7,100.00	41.41%	\$4,159.65
001-000-000-357-37-00-00	Misc Revenue-Court	\$0.00	\$0.00	\$0.00		\$0.00
Total Fines and Penalties		\$750.31	\$2,940.35	\$7,100.00	41.41%	\$4,159.65
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
001-000-000-361-11-00-00	Investment Interest	\$77.40	\$369.93	\$300.00	123.31%	(\$69.93)
Total Total Investment Interest		\$77.40	\$369.93	\$300.00	123.31%	(\$69.93)
001-000-000-361-40-00-00	Other Interest	\$14.76	\$43.66	\$40.00	109.15%	(\$3.66)
Total Interest and Other Earnings		\$92.16	\$413.59	\$340.00	121.64%	(\$73.59)
Rents, Leases and Concessions						
001-000-000-362-40-00-00	Space & Facility Rental	\$180.00	\$811.00	\$0.00		(\$811.00)
001-000-000-362-50-00-04	Community Building - Rent	\$192.50	\$952.50	\$3,250.00	29.31%	\$2,297.50
001-000-000-362-50-01-00	Community Building - Electricity	\$0.00	\$1,499.17	\$10,000.00	14.99%	\$8,500.83
001-000-000-362-50-03-00	Community Building - Insurance	\$0.00	\$9,142.51	\$0.00		(\$9,142.51)
001-000-000-362-90-00-00	Community Building - Other	\$0.00	\$24.95	\$0.00		(\$24.95)
Total Rents, Leases and Concessions		\$372.50	\$12,430.13	\$13,250.00	93.81%	\$819.87
Contributions and Donations From Private Sources						
001-000-000-367-11-00-00	Fire Department Donations	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-367-19-00-00	Black Lake Fish Derby Donations	\$0.00	\$5,711.25	\$5,300.00	107.76%	(\$411.25)
001-000-000-367-19-00-01	Ilwaco Park Fund Donations	\$3,067.45	\$47,715.08	\$150,000.00	31.81%	\$102,284.92
001-000-000-367-19-00-03	Fireworks Donation	\$5,275.00	\$5,275.00	\$8,000.00	65.94%	\$2,725.00
Total Contributions and Donations From Private Sources		\$8,342.45	\$58,701.33	\$163,300.00	35.95%	\$104,598.67

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Other Miscellaneous Revenues						
001-000-000-369-10-00-00	Sale of Scrap And Junk	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-369-20-00-00	Unclaimed Property	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-369-30-00-00	Misc. Revenue	\$0.00	\$77.96	\$0.00		(\$77.96)
001-000-000-369-80-00-00	Cash Adjustment	\$0.00	\$0.00	\$0.00		\$0.00
Total Other Miscellaneous Revenues		\$0.00	\$77.96	\$0.00		(\$77.96)
Total Miscellaneous Revenues		\$8,807.11	\$71,623.01	\$176,890.00	40.49%	\$105,266.99
Nonrevenues						
State Remittances - Courts						
001-000-000-386-83-08-00	Trauma Care	\$5.65	\$66.83	\$150.00	44.55%	\$83.17
001-000-000-386-83-31-00	Auto Theft	\$11.39	\$134.37	\$220.00	61.08%	\$85.63
001-000-000-386-83-32-00	Brain Trauma	\$2.27	\$24.11	\$40.00	60.28%	\$15.89
001-000-000-386-88-00-00	ST Gen Fund 54	\$0.00	\$21.12	\$0.00		(\$21.12)
Total State Remittances - Courts		\$19.31	\$246.43	\$410.00	60.10%	\$163.57
State Remittances-Courts						
001-000-000-386-91-00-00	ST Gen Fund 40	\$56.87	\$796.04	\$1,000.00	79.60%	\$203.96
001-000-000-386-92-00-00	ST Gen Fund 50	\$33.45	\$478.18	\$600.00	79.70%	\$121.82
001-000-000-386-96-00-00	Crime Lab Analysis Fee	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-386-97-00-00	JIS Account	\$26.06	\$304.00	\$400.00	76.00%	\$96.00
Total State Remittances-Courts		\$116.38	\$1,578.22	\$2,000.00	78.91%	\$421.78
Total Nonrevenues		\$135.69	\$1,824.65	\$2,410.00	75.71%	\$585.35
Other Financing Sources						
Proceeds of Long-Term Debt-Governmental Funds Only						
001-000-000-391-90-00-00	Proceeds from Other Debt	\$0.00	\$0.00	\$0.00		\$0.00
Total Proceeds of Long-Term Debt-Governmental Funds Only		\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-397-00-00-01	Transfer From 101-Bldg. Rental	\$5,922.50	\$5,922.50	\$11,845.00	50.00%	\$5,922.50
001-000-000-397-00-00-02	Transfer From 401-Bldg. Rental	\$7,625.00	\$7,625.00	\$15,250.00	50.00%	\$7,625.00
001-000-000-397-00-00-03	Transfer From 409-Bldg. Rental	\$11,375.00	\$11,375.00	\$22,750.00	50.00%	\$11,375.00
001-000-000-397-00-00-06	Transfer From 104	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
001-000-000-397-00-00-07	Transfer from 408	\$3,075.00	\$3,075.00	\$6,150.00	50.00%	\$3,075.00
001-000-000-397-00-00-08	Transfer from 301	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-398-00-00-00	Insurance Recoveries	\$0.00	\$0.00	\$0.00		\$0.00
Total Other Financing Sources		\$27,997.50	\$27,997.50	\$58,495.00	47.86%	\$30,497.50
Total Revenue		\$99,909.54	\$529,194.91	\$1,190,219.00	44.46%	\$661,024.09
Total General Fund Current Expense		\$99,909.54	\$529,194.91	\$1,190,219.00	44.46%	\$661,024.09
City Streets						
Revenue						
Taxes						
General Property Taxes						
101-000-000-311-10-00-00	General Property Tax	\$11,309.24	\$38,908.08	\$63,482.00	61.29%	\$24,573.92
Total General Property Taxes		\$11,309.24	\$38,908.08	\$63,482.00	61.29%	\$24,573.92
Total Taxes		\$11,309.24	\$38,908.08	\$63,482.00	61.29%	\$24,573.92
Intergovernmental Revenues						
State Entitlements, Impact Payments and Taxes						
101-000-000-336-00-87-00	Motor Vehicle Fuel Tax	\$1,739.65	\$9,771.10	\$20,384.00	47.94%	\$10,612.90
Total State Entitlements, Impact Payments and Taxes		\$1,739.65	\$9,771.10	\$20,384.00	47.94%	\$10,612.90
101-000-000-337-00-00-00	MV Fuel Tax - County distribution	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-337-00-00-01	Other Local Distributions	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-337-00-03-00	Pcog .09 - (2008)	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-339-22-00-00	Arra Grant	\$0.00	\$0.00	\$0.00		\$0.00
Total Intergovernmental Revenues		\$1,739.65	\$9,771.10	\$20,384.00	47.94%	\$10,612.90
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
101-000-000-361-11-00-00	Investment Interest	\$42.00	\$197.83	\$0.00		(\$197.83)
Total Total Investment Interest		\$42.00	\$197.83	\$0.00		(\$197.83)
Total Interest and Other Earnings		\$42.00	\$197.83	\$0.00		(\$197.83)
Other Miscellaneous Revenues						
101-000-000-369-30-00-00	Misc Rev.	\$0.00	\$0.00	\$0.00		\$0.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Total Other Miscellaneous Revenues		\$0.00	\$0.00	\$0.00		\$0.00
Total Miscellaneous Revenues		\$42.00	\$197.83	\$0.00		(\$197.83)
101-000-000-395-10-00-00	Proceeds From Sales of Capital Assets	\$0.00	\$0.00	\$0.00		\$0.00
Transfers-In						
101-000-000-397-00-00-01	Transfer from 301	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-397-00-41-00	Transfer IN -401	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-397-00-41-01	Transfer IN 408	\$0.00	\$0.00	\$0.00		\$0.00
101-000-000-397-00-41-03	Transfer IN 409	\$0.00	\$0.00	\$0.00		\$0.00
Total Transfers-In		\$0.00	\$0.00	\$0.00		\$0.00
Total Revenue		\$13,090.89	\$48,877.01	\$83,866.00	58.28%	\$34,988.99
Total City Streets		\$13,090.89	\$48,877.01	\$83,866.00	58.28%	\$34,988.99
Tourism						
Revenue						
Taxes						
Retail Sales and Use Taxes						
104-000-000-313-31-00-00	Hotel-Motel Tax	\$2,213.20	\$10,494.30	\$37,000.00	28.36%	\$26,505.70
Total Retail Sales and Use Taxes		\$2,213.20	\$10,494.30	\$37,000.00	28.36%	\$26,505.70
Total Taxes		\$2,213.20	\$10,494.30	\$37,000.00	28.36%	\$26,505.70
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
104-000-000-361-11-00-00	Investment Interest	\$21.48	\$122.24	\$75.00	162.99%	(\$47.24)
Total Total Investment Interest		\$21.48	\$122.24	\$75.00	162.99%	(\$47.24)
Total Interest and Other Earnings		\$21.48	\$122.24	\$75.00	162.99%	(\$47.24)
Total Miscellaneous Revenues		\$21.48	\$122.24	\$75.00	162.99%	(\$47.24)
Total Revenue		\$2,234.68	\$10,616.54	\$37,075.00	28.64%	\$26,458.46
Total Tourism		\$2,234.68	\$10,616.54	\$37,075.00	28.64%	\$26,458.46
Excise Reserve						
Revenue						
Taxes						
Other Taxes						
301-000-000-318-34-00-00	Real Estate Excise Tax -REET 1	\$1,007.59	\$7,422.81	\$15,000.00	49.49%	\$7,577.19
Total Other Taxes		\$1,007.59	\$7,422.81	\$15,000.00	49.49%	\$7,577.19
Total Taxes		\$1,007.59	\$7,422.81	\$15,000.00	49.49%	\$7,577.19
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
301-000-000-361-11-00-00	Investment Interest	\$5.13	\$20.86	\$0.00		(\$20.86)
Total Total Investment Interest		\$5.13	\$20.86	\$0.00		(\$20.86)
Total Interest and Other Earnings		\$5.13	\$20.86	\$0.00		(\$20.86)
Total Miscellaneous Revenues		\$5.13	\$20.86	\$0.00		(\$20.86)
Total Revenue		\$1,012.72	\$7,443.67	\$15,000.00	49.62%	\$7,556.33
Total Excise Reserve		\$1,012.72	\$7,443.67	\$15,000.00	49.62%	\$7,556.33
Water						
Revenue						
Intergovernmental Revenues						
Indirect Federal Grants						
401-000-000-333-66-46-00	Indirect Federal Grant from EPA	\$0.00	\$1,144.23	\$0.00		(\$1,144.23)
Total Indirect Federal Grants		\$0.00	\$1,144.23	\$0.00		(\$1,144.23)
State Grants						
Total State Grants						
401-000-000-334-04-90-00	State Grant - Department of Health	\$0.00	\$0.00	\$0.00		\$0.00
Total State Grants		\$0.00	\$0.00	\$0.00		\$0.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Total Intergovernmental Revenues		\$0.00	\$1,144.23	\$0.00		(\$1,144.23)
Charges for Goods and Services						
Physical Environment						
401-000-000-343-40-00-00	Water Sales	\$40,542.17	\$300,073.90	\$741,487.00	40.47%	\$441,413.10
401-000-000-343-40-00-01	Other Utilities	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-343-40-00-02	Other Rev Sources	\$1,243.02	\$10,208.59	\$10,000.00	102.09%	(\$208.59)
Total Physical Environment		\$41,785.19	\$310,282.49	\$751,487.00	41.29%	\$441,204.51
Total Charges for Goods and Services		\$41,785.19	\$310,282.49	\$751,487.00	41.29%	\$441,204.51
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
401-000-000-361-11-00-00	Investment Interest	\$93.21	\$453.44	\$300.00	151.15%	(\$153.44)
Total Total Investment Interest		\$93.21	\$453.44	\$300.00	151.15%	(\$153.44)
Total Interest and Other Earnings		\$93.21	\$453.44	\$300.00	151.15%	(\$153.44)
Total Miscellaneous Revenues		\$93.21	\$453.44	\$300.00	151.15%	(\$153.44)
Proprietary Funds Revenues						
Capital Contributions						
401-000-000-379-00-00-01	Water Connections	\$0.00	\$0.00	\$7,500.00	0.00%	\$7,500.00
Total Capital Contributions		\$0.00	\$0.00	\$7,500.00	0.00%	\$7,500.00
Total Proprietary Funds Revenues		\$0.00	\$0.00	\$7,500.00	0.00%	\$7,500.00
Other Financing Sources						
401-000-000-391-80-00-00	Intergovernmental Loan Proceeds	\$0.00	\$0.00	\$115,645.00	0.00%	\$115,645.00
Disposition of Capital Assets						
401-000-000-395-10-00-00	Proceeds From Sales of Capital Assets	\$0.00	\$0.00	\$0.00		\$0.00
401-000-000-395-20-00-00	Insurance Recoveries	\$0.00	\$0.00	\$0.00		\$0.00
Total Disposition of Capital Assets		\$0.00	\$0.00	\$0.00		\$0.00
Total Other Financing Sources		\$0.00	\$0.00	\$115,645.00	0.00%	\$115,645.00
Total Revenue		\$41,878.40	\$311,880.16	\$874,932.00	35.65%	\$563,051.84
Total Water		\$41,878.40	\$311,880.16	\$874,932.00	35.65%	\$563,051.84
Water & Sewer Bond Redemption						
Revenue						
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
403-000-000-361-11-00-00	Investment Interest	\$0.00	\$0.00	\$0.00		\$0.00
Total Total Investment Interest		\$0.00	\$0.00	\$0.00		\$0.00
Total Interest and Other Earnings		\$0.00	\$0.00	\$0.00		\$0.00
Total Miscellaneous Revenues		\$0.00	\$0.00	\$0.00		\$0.00
Other Financing Sources						
403-000-000-397-00-00-00	Intertie Loan Usda 91-01	\$0.00	\$2,177.00	\$4,354.00	50.00%	\$2,177.00
403-000-000-397-00-00-02	Transfer - Sewer Usda-Sbr #3	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-397-00-00-03	Transfer-Sewer Pwtf97-791-007	\$0.00	\$13,905.35	\$13,905.00	100.00%	(\$0.35)
403-000-000-397-00-00-05	Transfer-Sewer Pwtf 04-691	\$0.00	\$1,630.89	\$1,631.00	99.99%	\$0.11
403-000-000-397-00-00-06	Transfer-Sewer Pwtf 05-691	\$0.00	\$24,312.58	\$24,312.00	100.00%	(\$0.58)
403-000-000-397-00-00-07	Transfer-Sewer DOE	\$0.00	\$140,509.68	\$281,316.00	49.95%	\$140,806.32
403-000-000-397-00-00-08	Transfer from Sewer PC13-961-054	\$0.00	\$1,221.47	\$1,221.00	100.04%	(\$0.47)
403-000-000-397-00-70-02	Transfer From Sewer Srf 94-08	\$52,153.94	\$104,307.88	\$104,308.00	100.00%	\$0.12
403-000-000-397-00-70-05	Tran From Wat Pwtf04-65104-013	\$0.00	\$0.00	\$0.00		\$0.00
403-000-000-397-00-72-04	Tran From Sewer Pwtf06-962-017	\$0.00	\$13,249.75	\$13,250.00	100.00%	\$0.25
403-000-000-397-00-72-06	Trans From Sewer-B of P 2008	\$0.00	\$14,823.40	\$29,646.00	50.00%	\$14,822.60
403-000-000-397-00-72-07	Trans From Sewer PWTF 09-951-050	\$0.00	\$0.00	\$0.00		\$0.00
Total Other Financing Sources		\$52,153.94	\$316,138.00	\$473,943.00	66.70%	\$157,805.00
Total Revenue		\$52,153.94	\$316,138.00	\$473,943.00	66.70%	\$157,805.00
Total Water & Sewer Bond Redemption		\$52,153.94	\$316,138.00	\$473,943.00	66.70%	\$157,805.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Water & Sewer Bond Reserve						
Revenue						
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
404-000-000-361-11-00-00	Investment Interest	\$0.00	\$0.00	\$0.00		\$0.00
Total Total Investment Interest		\$0.00	\$0.00	\$0.00		\$0.00
Total Interest and Other Earnings		\$0.00	\$0.00	\$0.00		\$0.00
Total Miscellaneous Revenues		\$0.00	\$0.00	\$0.00		\$0.00
Other Financing Sources						
Transfers-In						
404-000-000-397-35-70-01	Wwtp-SRF Reserve- Refinance of USDA	\$2,334.00	\$2,334.00	\$4,668.00	50.00%	\$2,334.00
404-000-000-397-35-70-02	Wwtp Srf Reserve- First Avenue	\$6,460.00	\$6,460.00	\$12,920.00	50.00%	\$6,460.00
404-000-000-397-35-70-03	Wwtp 2004-Usda Reserve	\$0.00	\$0.00	\$0.00		\$0.00
404-000-000-397-35-72-06	Wwtp 2008 Reserve-B of P	\$1,482.50	\$1,482.50	\$2,965.00	50.00%	\$1,482.50
Total Transfers-In		\$10,276.50	\$10,276.50	\$20,553.00	50.00%	\$10,276.50
Total Other Financing Sources		\$10,276.50	\$10,276.50	\$20,553.00	50.00%	\$10,276.50
Total Revenue		\$10,276.50	\$10,276.50	\$20,553.00	50.00%	\$10,276.50
Total Water & Sewer Bond Reserve		\$10,276.50	\$10,276.50	\$20,553.00	50.00%	\$10,276.50
Stormwater						
Revenue						
Charges for Goods and Services						
Physical Environment						
408-000-000-343-10-00-00	Storm Drainage	\$5,368.49	\$54,095.95	\$87,474.00	61.84%	\$33,378.05
Total Physical Environment		\$5,368.49	\$54,095.95	\$87,474.00	61.84%	\$33,378.05
Total Charges for Goods and Services		\$5,368.49	\$54,095.95	\$87,474.00	61.84%	\$33,378.05
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
408-000-000-361-11-00-00	Investment Interest	\$19.27	\$127.66	\$0.00		(\$127.66)
Total Total Investment Interest		\$19.27	\$127.66	\$0.00		(\$127.66)
Total Interest and Other Earnings		\$19.27	\$127.66	\$0.00		(\$127.66)
Total Miscellaneous Revenues		\$19.27	\$127.66	\$0.00		(\$127.66)
408-000-000-397-00-00-01	Transfer from 301	\$0.00	\$0.00	\$0.00		\$0.00
408-000-000-397-00-00-02	Transfer from 101	\$0.00	\$0.00	\$0.00		\$0.00
Total Revenue		\$5,387.76	\$54,223.61	\$87,474.00	61.99%	\$33,250.39
Total Stormwater		\$5,387.76	\$54,223.61	\$87,474.00	61.99%	\$33,250.39
Sewer						
Revenue						
Charges for Goods and Services						
Physical Environment						
409-000-000-343-50-00-00	Sewer Service Charges	\$66,123.30	\$394,305.68	\$782,453.00	50.39%	\$388,147.32
409-000-000-343-51-00-00	Seaview Sewer District Fees	\$12,703.01	\$123,254.48	\$227,880.00	54.09%	\$104,625.52
409-000-000-343-52-00-00	Seaview - SRF Loan Match	\$18,893.38	\$66,034.41	\$94,282.00	70.04%	\$28,247.59
Total Physical Environment		\$97,719.69	\$583,594.57	\$1,104,615.00	52.83%	\$521,020.43
Total Charges for Goods and Services		\$97,719.69	\$583,594.57	\$1,104,615.00	52.83%	\$521,020.43
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
409-000-000-361-11-00-00	Investment Income	\$208.68	\$1,093.49	\$500.00	218.70%	(\$593.49)
Total Total Investment Interest		\$208.68	\$1,093.49	\$500.00	218.70%	(\$593.49)
409-000-000-361-40-00-00	Other Revenue Sources	\$288.36	\$4,835.70	\$10,000.00	48.36%	\$5,164.30
Total Interest and Other Earnings		\$497.04	\$5,929.19	\$10,500.00	56.47%	\$4,570.81
Total Miscellaneous Revenues		\$497.04	\$5,929.19	\$10,500.00	56.47%	\$4,570.81

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Proprietary Funds Revenues						
409-000-000-372-00-00-00	Insurance Recovery	\$0.00	\$0.00	\$0.00		\$0.00
409-000-000-379-00-00-00	Sewer Connections	\$0.00	\$0.00	\$0.00		\$0.00
Total Proprietary Funds Revenues		\$0.00	\$0.00	\$0.00		\$0.00
Other Financing Sources						
409-000-000-391-80-00-00	Intergovernmental Loan Proceed	\$0.00	\$0.00	\$285,000.00	0.00%	\$285,000.00
409-000-000-391-80-00-01	Loan Proceeds	\$0.00	\$0.00	\$0.00		\$0.00
Disposition of Capital Assets						
409-000-000-395-10-00-00	Proceeds Surplus Property	\$0.00	\$0.00	\$0.00		\$0.00
Total Disposition of Capital Assets		\$0.00	\$0.00	\$0.00		\$0.00
Total Other Financing Sources		\$0.00	\$0.00	\$285,000.00	0.00%	\$285,000.00
Total Revenue		\$98,216.73	\$589,523.76	\$1,400,115.00	42.11%	\$810,591.24
Total Sewer		\$98,216.73	\$589,523.76	\$1,400,115.00	42.11%	\$810,591.24
Grand Totals		\$324,161.16	\$1,878,174.16	\$4,183,177.00	44.90%	\$2,305,002.84

Cash and Investment Activity

Period: 2016 - June
Period Totals

Fund		Beginning		Activity In	Activity Out	Ending		Ending Balance
		Cash	Investments			Cash	Investments	
001	General Fund Current Expense	\$217,345.72	\$0.00	\$99,909.54	\$94,075.38	\$223,179.88	\$0.00	\$223,179.88
101	City Streets	\$117,927.67	\$0.00	\$13,090.89	\$11,119.24	\$119,899.32	\$0.00	\$119,899.32
104	Tourism	\$60,314.90	\$0.00	\$2,234.68	\$5,975.00	\$56,574.58	\$0.00	\$56,574.58
301	Excise Reserve	\$14,397.91	\$0.00	\$1,012.72	\$0.00	\$15,410.63	\$0.00	\$15,410.63
401	Water	\$261,716.66	\$0.00	\$41,878.40	\$50,408.87	\$253,186.19	\$0.00	\$253,186.19
402	Water & Sewer Equip Reserve	\$0.12	\$0.00	\$0.00	\$0.00	\$0.12	\$0.00	\$0.12
403	Water & Sewer Bond Redemption	\$0.01	\$0.00	\$0.00	\$0.00	\$0.01	\$0.00	\$0.01
404	Water & Sewer Bond Reserve	\$368,284.55	\$0.00	\$10,276.50	\$0.00	\$378,561.05	\$0.00	\$378,561.05
408	Stormwater	\$54,108.59	\$0.00	\$5,387.76	\$5,338.09	\$54,158.26	\$0.00	\$54,158.26
409	Sewer	\$217,685.16	\$0.00	\$98,374.92	\$124,034.60	\$192,025.48	\$0.00	\$192,025.48
631	Payroll Clearing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
632	Claims Clearing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
999	Lgip Investment	(\$1,149,744.90	\$1,149,744.90	\$29,336.09	\$29,336.09	(\$1,179,080.99)	\$1,179,080.99	\$0.00
		\$162,036.39	\$1,149,744.90	\$272,165.41	\$290,951.18	\$113,914.53	\$1,179,080.99	\$1,292,995.52

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



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.

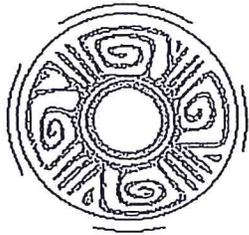
Mr. Cassinelli
June 23, 2016
Page 2

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,

A handwritten signature in black ink, appearing to read 'Heather Youckton', with a long horizontal flourish extending to the right.

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

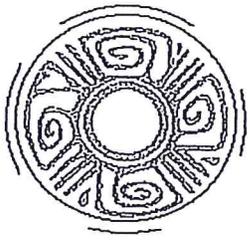
ATTACHMENT II: FEDERAL AND STATE REQUIREMENTS

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

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.

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

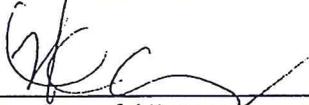
I, Heather Reynolds, hereby certify:

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: 07/25/16

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:

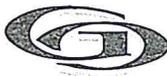
1. Fiscal: \$165,176 from sewer fund, \$67,256 from water fund which has been incorporated into the budget.
2. Legal: This contract has been reviewed and approved by Heather Reynolds.
3. Personnel:
4. Service/Delivery:

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.



Gray & Osborne, Inc.

CONSULTING ENGINEERS

December 2, 2015

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

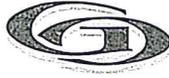
SUBJECT: PROPOSAL AND CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES, SAHALEE WATER AND SEWER IMPROVEMENTS CITY OF ILWACO, PACIFIC COUNTY, WASHINGTON G&O #20157.55

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 CM and Easements Construction	\$ 388,710 \$ 304,240 \$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 is 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

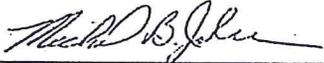
ATTORNEY'S FEES

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									16	12	32
Utility Data Acquisition				8							
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		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.

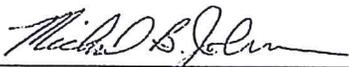
All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.54 per mile or the current maximum IRS rate without receipt IRS Section 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: 07/25/16
Council Discussion Item: 07/25/16 Council Business Item:

B. Issue/Topic: **Tynkila Variance Request**

C. Sponsor(s):

1. City Planner
- 2.

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

1. Property owners, Jason and Misty Tynkila have requested a planning variance for a detached auxiliary dwelling unit. The maximum square footage per IMC is 400 sf, the applicant is requesting approval of an 800 sf dwelling.

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

1. City Planner, Sam Rubin has completed a Staff Report Summary with the discussion points for this agenda item. Deborah Johnson will present the information to council as the acting planner, in Sam's absence.

F. Impacts:

1. Fiscal:
2. Legal:
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments:

I. Time Constraints/Due Dates:

Proposed Motion: **I move to (approve) / (approve with conditions) / (deny) the variance request submitted by Jason and Misty Tynkila for the construction of an auxiliary dwelling unit which exceeds the 400 sf limit as stated in IMC 15.04.020.**



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

DATE: July 25 ,2016
TO: Ilwaco City Council
FROM: Deborah Johnson, Acting City Planner
SUBJECT: Tynkila ADU Variance Request

I. GENERAL INFORMATION

Applicant: Jason and Misty Tynkila

Project Address: 605 First Ave North

Tax Parcel: 10112843096

Public Notice: Public notice was issued on June 29, 2016, for the public hearing scheduled for July 25, 2016.

SEPA: Project is exempt from SEPA (WAC 197-11-800(2) B.6.i)

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

Critical Areas: The proposed project is not located within the jurisdiction of the Ilwaco Critical Areas Ordinance. The property immediately to north does contain wetlands.

Zoning: C-2 Low Density Commercial

Planning Commission: Ilwaco Planning Commission recommended approval of the requested variance on June 21, 2016.

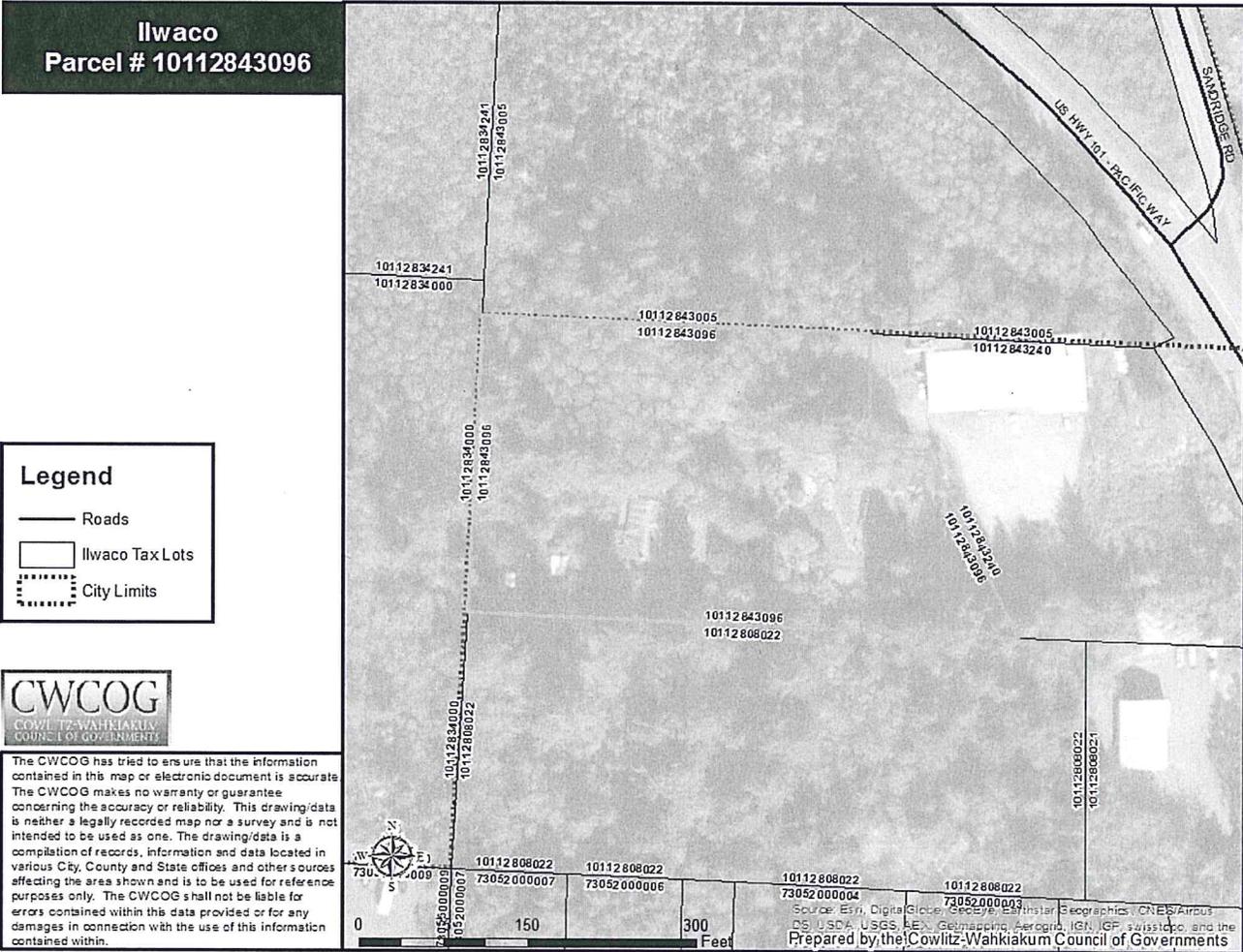
Requested Action: The applicant has requested a variance approval to the dimensional standards for the construction of an auxiliary dwelling unit (ADU). The proposed ADU exceeds the 400 square-foot limit stated in IMC 15.04.020 by 400 square feet. Any size over 400 square feet requires a variance approval.

II. SITE INFORMATION

Site Location: The project site is located approximately 0.5 mile north of downtown Ilwaco on Highway 101. The site location is 605 First Ave North, parcel number 10112843096.

Site Characteristics: The site currently has a single-family residence constructed on it that is accessed from a driveway via easement. The existing single-family residence receives sewer services through Seaview and water services from the City of Ilwaco.

Adjacent Land Uses: The project site is adjacent to Hilltop Bowl. Immediately to the north and west of the property are currently undeveloped properties outside Ilwaco city limits.



III. PROJECT INFORMATION

Project Description: The applicant is requesting to build a detached ADU of 800 square feet in size, together with an attached carport, for the purpose of housing and assisting elderly parents.

Project Information: The proposed project consists of the following:

1. Construct a 32-by-25 foot auxiliary dwelling unit.
2. Construct an 18-by-17 foot attached carport.

IV. CITY OF ILWACO ZONING (TITLE 15 IMC)

Zoning Designation: The project site is zoned C-2 (Low Density Commercial). Residential uses are allowed within this zoning district.

Findings: The construction of an ADU not attached to the primary residence on the property would be allowed at a size of 400 square feet or less. IMC 15.04.020 defines “auxiliary dwelling unit” as “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.”

The Ilwaco Comprehensive Plan was recently updated. The community vision statement recognizes that increasing housing options will contribute to Ilwaco’s overall economy (Page 6 of the Ilwaco Comprehensive Plan).

The setbacks in the C-2 zoning district are 15 feet from the front of the property and 5 feet from the rear and side of the property. The proposed ADU meets the required yard requirements for the C-2 zoning district.

V. VARIANCE (CHAPTER 15.52 IMC)

Variance Request: The applicant is requesting a variance to the dimensional standards for ADUs by 100 percent, to a total of 800 square feet.

IMC 15.26.060 Criteria to be considered: Variances will only be granted when the applicant demonstrates that all of the following conditions are met:

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

Finding: Special conditions and circumstances exist which are particular to reasonable accommodation of disabilities. The ADU is to be occupied by the applicant’s elderly parents. The additional square footage is to accommodate two adults and provide necessary room for wheelchair accessibility and maneuverability (see figures appended to this report). The proposed project meets this criterion.

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

Finding: The literal interpretation of the provisions of IMC 15.04.020 would not deprive the applicant of rights commonly enjoyed by other citizens regarding the use of an ADU. However, the dimensional standard of 400 square feet is inadequate to allow wheelchair access when considering the placement of common household furniture within the living space of two adults with required wheelchair maneuverability. The proposed project meets this criterion.

- C. The special conditions and circumstances do not result from the actions of the applicant.

Finding: The applicant has not created special conditions or circumstances that result in the need for the approval under a variance request. The applicant is requesting the additional 400 square feet of space to accommodate two elderly adults with wheelchair accessibility and maneuverability. The proposed project meets this criterion.

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

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

- E. Granting the variance will be in harmony with the general purpose and intent of this title, will not be injurious to the neighborhood, or otherwise detrimental to public welfare.

Finding: The proposed variance request would be in harmony with the general purpose and intent of Chapter 15.33 IMC. IMC 15.02.040 states, in part, that one of the purposes of the Unified Development Ordinance is “to foster and preserve public health, safety, comfort and welfare, and to aid in ...socially beneficial development...” The proposed project would not be injurious to the neighborhood or be detrimental to the public welfare in general and would meet this purpose. The proposed project meets this criterion.

VI. REVIEW CRITERIA (City Council)

Planning Commission review (Title 15.52.090):

- A. After receiving a recommendation from the planning commission on a variance application and after due notice, the city council will conduct a public hearing on the variance application, at which it will consider the application, related materials, the city planner’s report, the planning commission’s recommendation, any SEPA determinations, the criteria listed in Sections 15.52.060A—E above, and any comments made at the hearing by the applicant(s), neighboring property owners, and other interested parties.

B. Following the public hearing, the city council may approve, approve with conditions or deny the variance request.

C. Every decision made by the city council must include findings of fact and conclusions to support the decision. (Ord. 627 (part), 1999)

VII. RECOMMENDATIONS

Recommended Permit Review Action:

The City Planner recommends **APPROVAL** of the variance request subject to the following conditions of approval:

1. The applicant shall obtain and comply with all applicable federal, state, and local permits and requirements.
2. The applicant shall obtain a building permit prior to the construction of the ADU.
3. Applicant shall employ erosion control methods during the construction of the project.
4. The project shall be constructed as designed and shown on the site plan. Design changes that affect the project's proposed building footprint or square footage beyond that which is approved will require additional review and approval.
5. The ADU shall be for the purpose of residential use accessory to the primary dwelling unit. The ADU may not be used as a transient accommodation without additional review and approval.
6. The ADU will require a separate sewer connection per IMC 14.06.240.
7. This variance approval, if not exercised, expires one year after the decision by the City Council.

Recommended Conclusions:

1. The project meets the variance criteria listed in IMC 15.52.060 (A-E)
2. The project is consistent with the City of Ilwaco Comprehensive Plan.

Recommended Findings of Fact:

1. The applicants are Jason and Misty Tynkila.
2. The project site is located at 605 First Ave North.
3. The proposed ADU will be located on Parcel # 10112843096.
4. The proposed project is an allowed use within the C-2 zoning district.
5. The proposed project is exempt from SEPA review under WAC 197-11-800(1)(a)(ii).
6. The variance request is exempt from SEPA review under IMC 15.52.010 (C).
7. The Ilwaco Planning Commission recommended approval of the variance request on June 21, 2016.

8. The Ilwaco City Council conducted a public hearing on July 25, 2016 after public notice was posted on June 29, 2016.

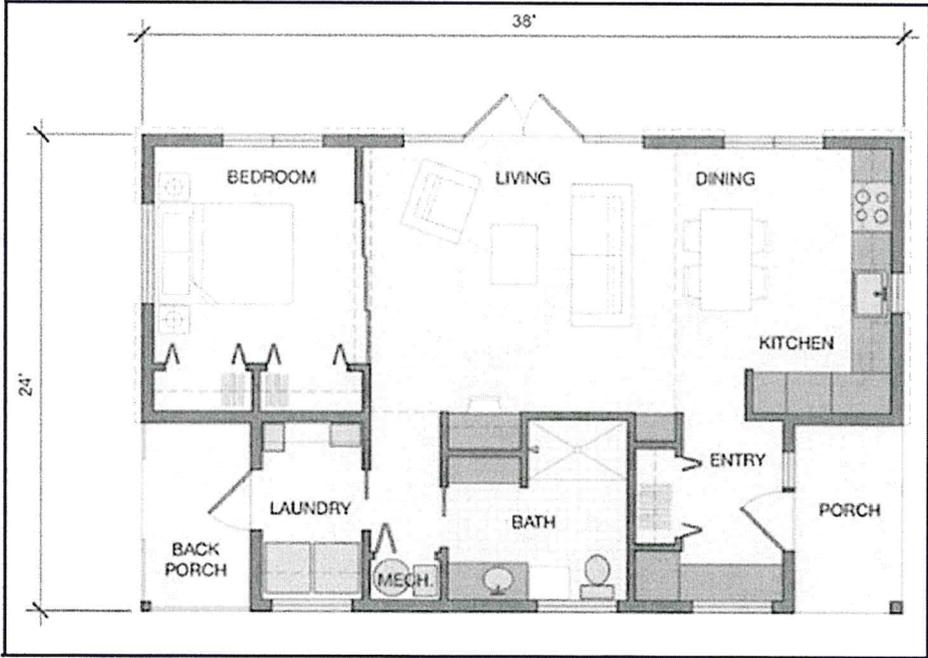
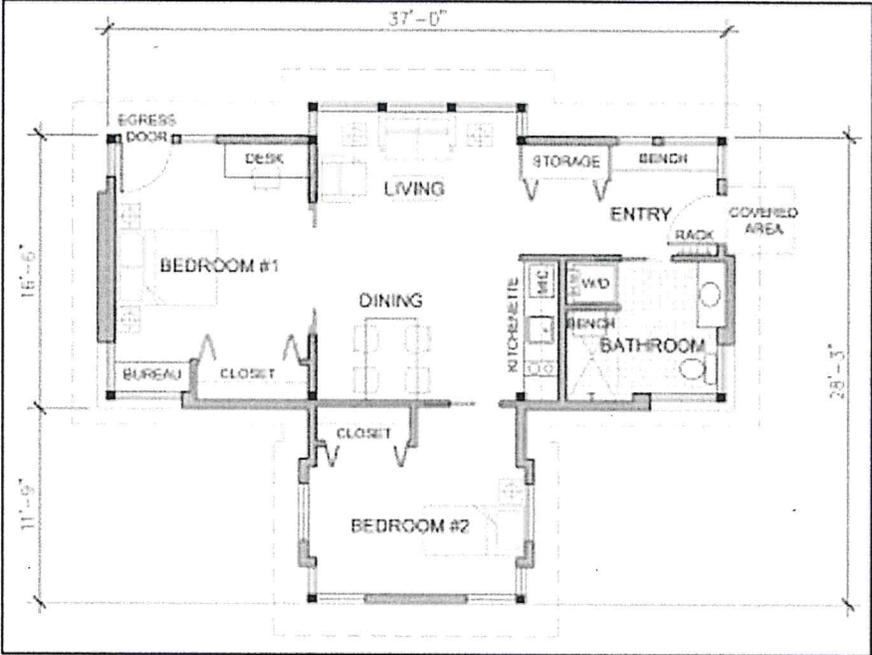
Potential Actions:

1. City Council approves the variance as recommended by the City Planner;
2. City Council approves the variance with amended dimensional standards and/or conditions; or
3. City Council denies the variance.

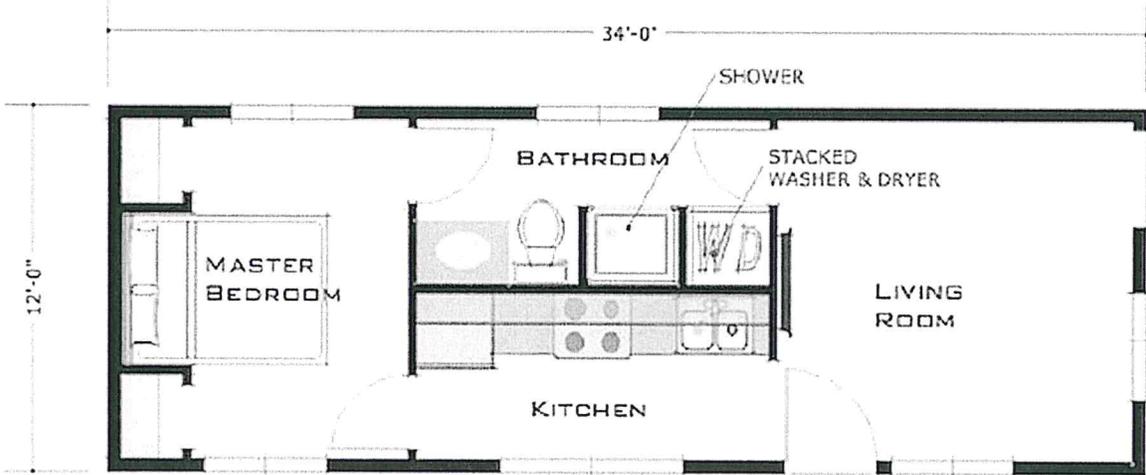
Questions regarding this staff report can be addressed to Deborah Johnson, (360)577-3041 or by email at djohnson@cwccog.org.

Deborah Johnson
Acting Planner-City of Ilwaco

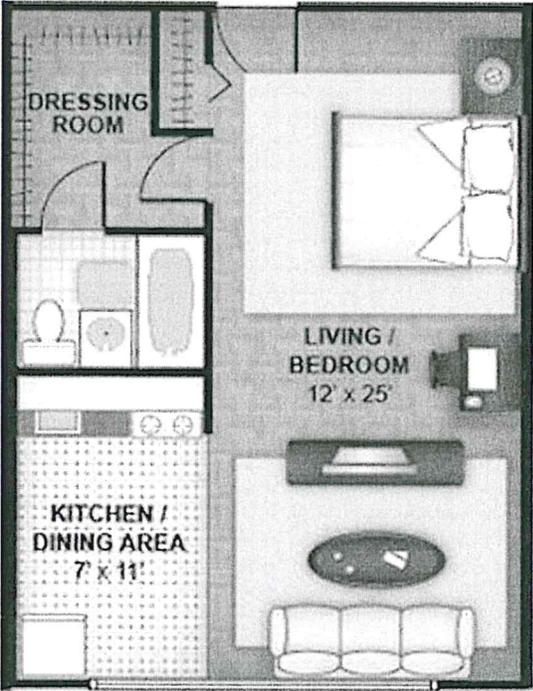
Example
800 sf accessible unit



**Comparison
400 sf non-accessible unit**



Source: <https://www.pinterest.com/pin/195273333818535824/>



Notable differences:

- Circulation & transfer space
- Bathroom & kitchen design/amenities
- Door placement/width
- Closet & storage access

See also:

<https://www.si.edu/Content/Accessibility/Americans-Disabilities-Act.pdf>

Source: <https://www.pinterest.com/pin/52284045645997244/>

Illwaco
Parcel # 10112843096

Legend

- Roads
- Illwaco Tax Lots
- ▭ City Limits



The CWCOG has tried to ensure that the information contained in this map or electronic document is accurate. The CWCOG makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The CWCOG shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.



Source: Esri, DigitalGlobe, GeoEye, Earthstar/Geographics, CNES/Airbus
DS, USDA, USGS, AEX, Geomatics, AeroGRID, IGN, IGP, swisstopo, and the
Prepared by the Cowlitz-Wahkiakum Council of Governments

CONDITIONAL USE PERMIT SUBMITTAL CHECKLIST

Master Planning Permit Application Form

Vicinity Map

- Owner's name and mailing address.
- Contact person's name, mailing address and phone number.
- North arrow, scale and date.
- Proposed name of project.
- Subject property identified and other landmarks within ¼ mile.

Site Plan

Existing conditions:

- Topography at two-foot contour intervals, or other intervals if not available from a public source.
- Water courses.
- FEMA floodplain and floodway.
- Designated shorelines.
- Wetland boundaries.
- Configuration, dimensions and areas of all parcels.
- Location, dimensions and use of all buildings on site.
- Location, dimensions and use of all easements.
- Name, location and width of all adjacent rights-of-way.
- Location of existing on-site driveways, those across the street and on adjacent properties.
- Location of fire hydrant nearest the subject property.

Proposed improvements:

- Configuration and dimensions of project boundaries, including open space, drainage tracts and easements.
- Location (distance to property line) dimensions, floor area and proposed use of all existing buildings to remain and the same information for all proposed buildings.
- Location and width of all driveways.

- Location and width of all proposed rights-of-way.
- Location of pedestrian and transit facilities.
- Location and design of all off-street parking and loading areas.
- Location of landscaped areas showing the variety and size of plants and method of maintenance.
- Location, size and height of all signs.

Narrative

- How the proposed use in the proposed location will not be detrimental to other uses legal existing or permitted outright in the zoning district.
- How the size of the site is adequate for the use.
- How traffic generated by the proposed use will not unduly burden the traffic circulation system in the vicinity.
- How the other performance characteristics of the proposed use are compatible with those of other uses in the neighborhood or vicinity.
- How adequate buffering devices such as fencing, landscaping or topographic characteristics protect adjacent properties from adverse effects of the proposed use, including adverse visual or auditory effects.
- How the other uses in the vicinity of the subject property are such as to permit the proposed use to function effectively.
- How the proposed use complies with the performance standards, parking requirements and other applicable provisions of Municipal Code Title 15.

SEPA Environmental Checklist, if project is not exempt from SEPA (see 15.50-010C).

Application fees (see Ilwaco Fee Schedule)

**JASON AND MISTY TYNKILA
605 FIRST AVENUE NORTH
ILWACO, WASHINGTON 98624
(360)642-4171**

April 20, 2016

City Planner
City of Ilwaco
120 First Avenue North
Ilwaco, Washington 98624

Re: Tynkila ADU Project

Greetings!

We believe our proposed ADU building project will not have any detrimental effects on any adjoining uses legal and/or permitted in the zoning district.

The proposed building is planned to be approximately 800 sq/ft. This will be adequate living quarters for aging parents.

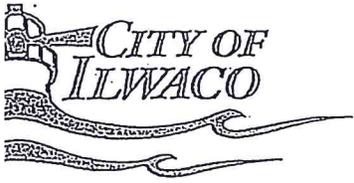
One additional vehicle will not have any adverse effect on the existing driveway. The proposed building will be smaller but have similar characteristics to the primary residence located up the driveway.

There will be minimal effects by the proposed building and only normal daily residential auditory effects are anticipated.

We believe the proposed project will not have any negative impact on other uses in the area to function effectively. To our knowledge, the project will comply with all standards, requirements and other applicable provisions of Municipal Code Title 15.

We thank you for your review and consideration.

Jason and Misty Tynkila



FOR CITY USE ONLY	
Date Received	May 18 2016
Fee Paid	Resid. WP + 3 EPA
Type of Fee	Planning \$1000
Receipt #	
Received By	(Signature)

RECEIVED MAY 18 2016

MASTER PLANNING PERMIT APPLICATION FORM

Application form must be accompanied by the Master Planning Application Checklist and all application fees.

GENERAL INFORMATION	
Type of Application	Planning Building Permit
Name of Project	Tynkila ADU

APPLICANT	
Name/Company	Jason and Misty Tynkila
Address	605 First Ave North City/State/Zip Ilwaco, WA 98624
Telephone	360-642-4171 Cell Phone 360-751-5741
Fax	360-642-3751 Email pharlap76@hotmail.com
If owner is different from applicant, what is the legal relationship of the applicant to the owner that entitles the applicant to make applications?	

Applicant's Signature	(Signature)	Date	4/20/16
-----------------------	-------------	------	---------

REPRESENTATIVE (if different from Applicant)			
Name/Company			
Address		City/State/Zip	
Telephone		Cell Phone	
Fax		Email	

CONTACT PERSON/ENTITY (designate a single person/entity to receive determinations and notices from the city.)			
Name	Jason Tynkila		
Address	605 First Ave North	City/State/Zip	Ilwaco, WA 98624
Telephone	360-642-4171	Cell Phone	360-751-5741
Fax	360-642-3751	Email	pharlap76@hotmail.com

OWNER(S) (if different from Applicant)

Name			
Address			
City/State/Zip			
Telephone		Fax	
Email			

We, the undersigned, grant the applicant permission to use our property in the manner described in this application.

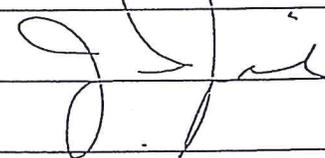
Owner's Signature		Date	
Owner's Signature		Date	
Owner's Signature		Date	

PROPERTY INFORMATION

Property Address/Location	605 First Ave North, Ilwaco, WA 98624
Assessor Parcel Nos.	10112843096
Current Zoning	C2
Current Land Use	Residential
Proposed Land Use	Residential

LEGAL/FINANCIAL RESPONSIBILITY

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

Signature		Date	4-20-16
Signature		Date	4-20-16
Signature		Date	

ATTACHMENT A: MASTER PLANNING APPLICATION CHECKLIST



120 First Avenue North
 PO Box 548 Ilwaco, WA
 98624 Phone: 360.624.3145
 Fax: 360.642.3155
 www.ilwaco-wa.gov

OFFICE USE ONLY

OBJECT / PROPERTY INFORMATION
 Parcel ID #: 10112843096
 Object / Value: Tynkila ADU / \$80,000
OWNER / APPLICANT INFORMATION
 Owner: Jason and Misty Tynkila
 Applicant: Jason and Misty Tynkila
 Contractor: Brad Wilson + Brothers

OBJECT INFORMATION - Failure to provide complete information will lead to a rejection of your permit

List of existing improvements, structures, and dimensions:

Site Plan (See Site Plan Requirement Checklist) Attached? YES NO

Is the proposed development one phase of a larger project or larger development?: If yes, describe entire project in detail: No

Is there any surface water body on or within 300 feet of the proposed site, or within the immediate vicinity of the proposed site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? YES NO

Does the property have an existing driveway?: YES NO

Will fill material be placed near or within a drainage way (ditch, swale, channel, etc.)?: YES NO

Are activities adjacent to unstable soils or slopes?: YES NO

Will activities alter man-made or natural drainage features?: YES NO

Will a sign be erected as a result of this project?: YES NO

Will the project require working in a public right-of-way?: YES NO

Does the project involve any clearing, filling, grading, paving, surface and/or dredging?: If Yes, answer the following. If No, go to number 13. No

Do activities include clearing and grading greater than 1,000 sq. ft. Indicate SF:

Will activities involve placing of fill materials? YES NO

Do fill materials exceed 20 cubic yards. Indicate Cubic Yards:

Do activities involve earth removal exceeding 2 feet in depth (Excluding foundation excavations). Indicate Maximum Depth FT: Less than 2 feet

Will the proposed activity require connection to City Water or Sewer?: YES NO

Has the proposed site been flagged/staked? YES NO If No, contact the City when flagged/staked.

Indicate amount of new impervious area (areas covered by buildings, pavement, concrete, gravel, etc.) SF: House - 800 sq ft plus Carport - 306 sq ft.



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

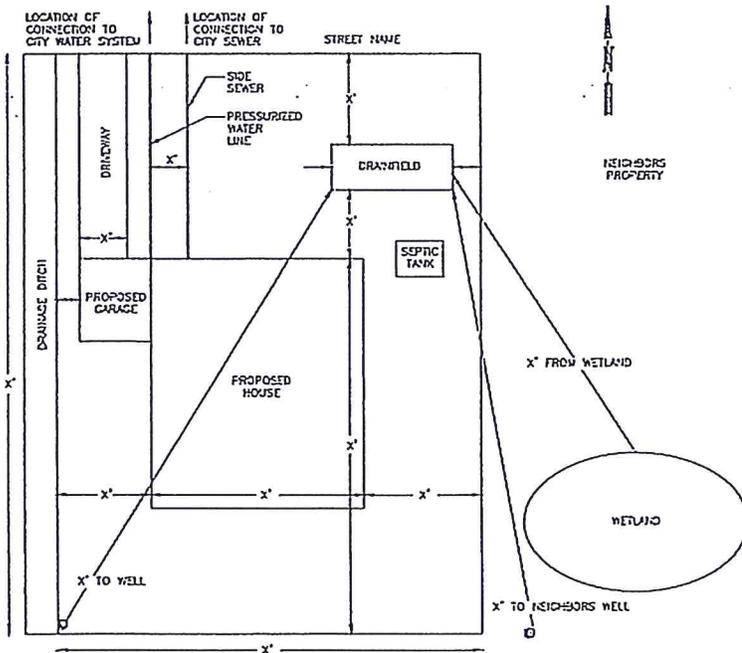
Example Site Plan

Follow Checklist when drawing site plan

Drawn to Scale 1" = 20ft

"X" = Distance

Note: Any changes to your site plan will require re-submittal and a re-submittal fee may be charged.



SITE PLAN REQUIREMENT CHECKLIST

All site plans shall be clearly and accurately drawn to scale on paper no larger than 11" x 17" and must indicate all of the information listed below. For ease of drawing the site plan, use the graph paper provided with your application packet. For each item, mark either "shown" or "N/A" as appropriate for your project.

This checklist must be completed and included with all site plans. Any site plan without this checklist may be rejected and returned to the applicant for correction.

Parcel No.: 10112843096

A. General Property Information

Shown	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Property Lines, including dimensions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	North arrow & site plan scale.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Marine waters, lakes and ponds, streams, creeks & wetlands.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Locations & dimensions of all existing structures on the property.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Location of any existing wells & their 100' well radius.

B. Existing Property Improvements

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location of side sewer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location of water meter & service lines.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location of all existing drain fields on the site.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location of existing drainage systems.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location of all existing roads, driveways, utilities, easements, bridges.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location & dimensions of all proposed structures in relation to property lines, other structures, wetlands, etc.

C. Proposed Property Improvements

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Minimum zoning setbacks shown.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location of proposed water meter & service lines, and connection to city water main.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location of proposed side sewer and connection to city sewer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location & dimensions of all proposed drainage systems.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location & dimensions of all roads, driveways, parking areas, utilities.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location/extent of all clearing, grading, & filling

1 inch = 50ft

Property lines
Marked in Red

Fynkila ADU
project
Site Plan

Topographic map on
Next page

City of Ilwaco

(274.82')

1295'

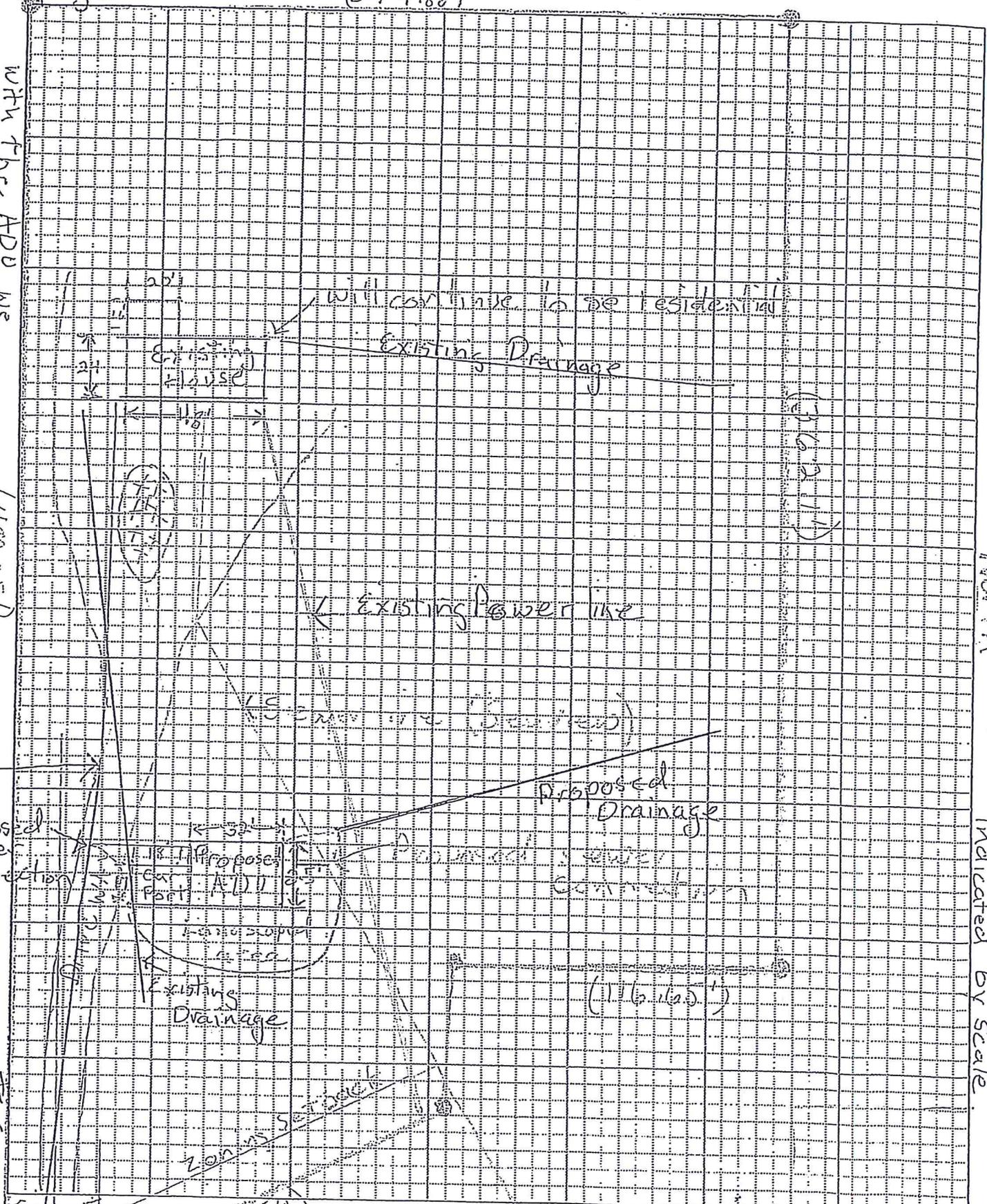
With the ADU we
would like to have all
water connections on one meter

(489.25')

water
meter

Proposed
water
connection

Eff
ement
rough
top
sil
King

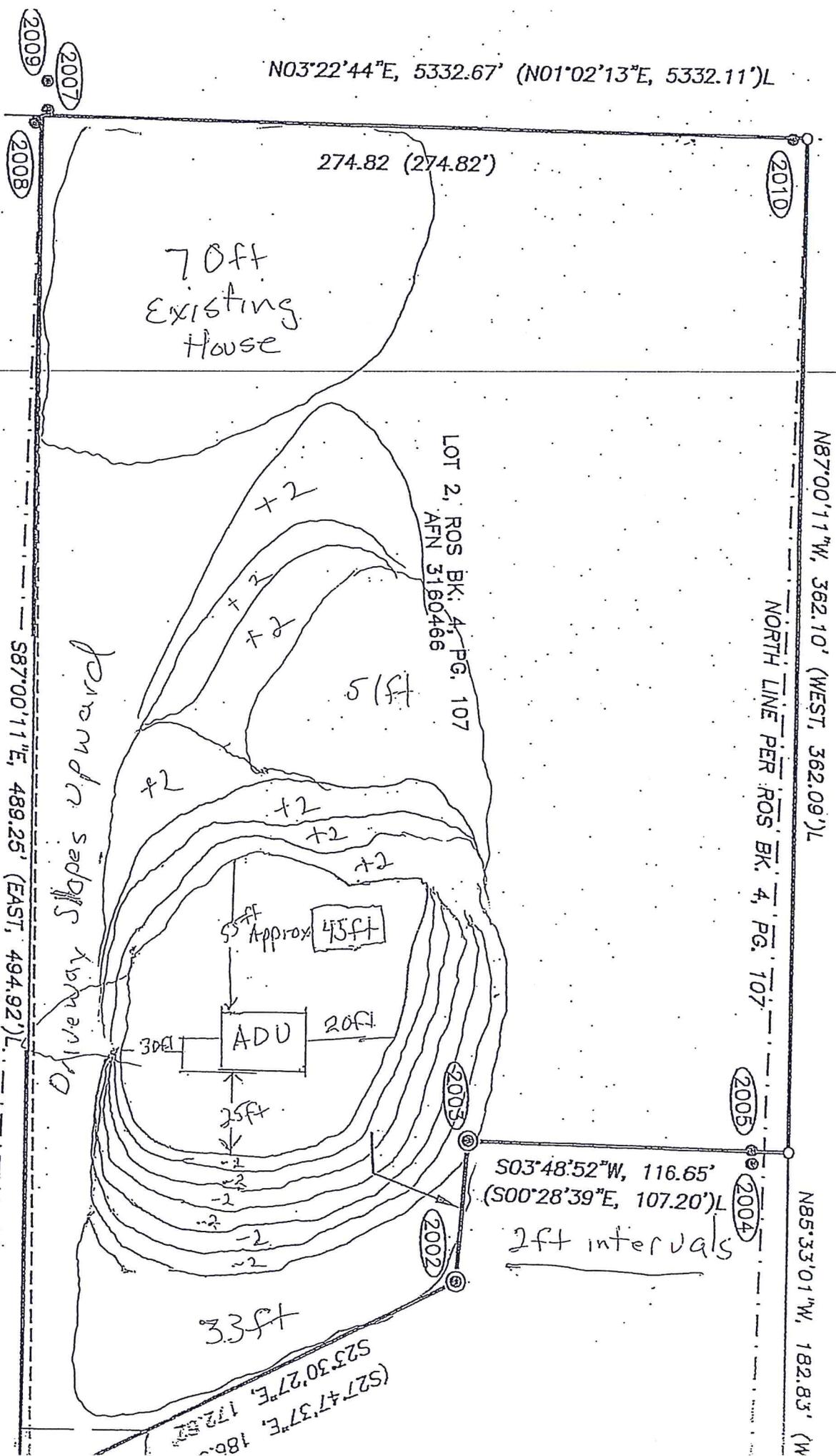


North

Distance to property indicated by scale

Fire hydrant is located directly across the bottom of driveway on other side of Hwy 101

N03°22'44"E, 5332.67' (N01°02'13"E, 5332.11')L



Unable to find detailed topographic map from Public source
Checked with both County and City.

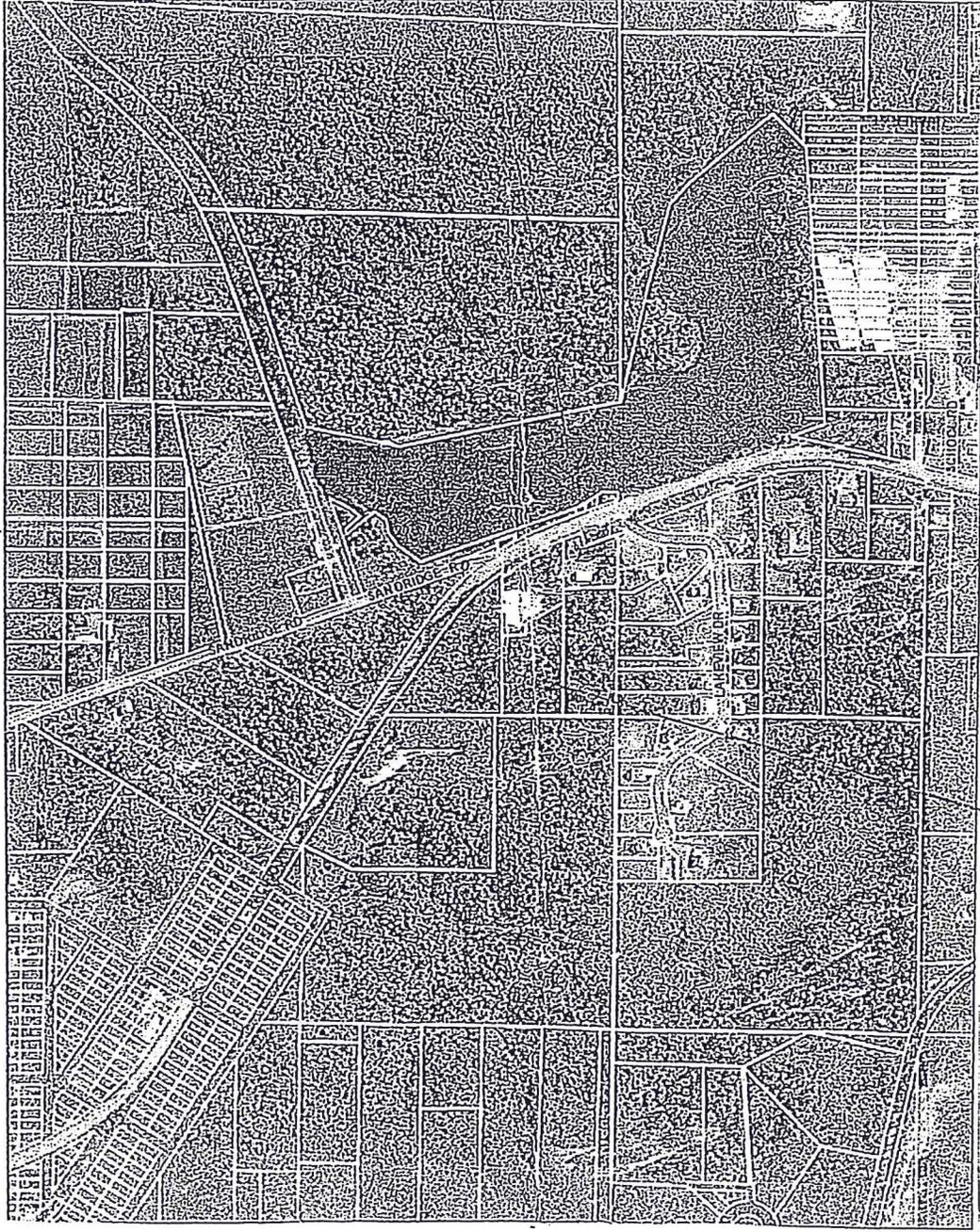
1 inch = 800ft

VOR 101 VICINITY MAP

Contact person

Proposed name of project: Tynkila ADU

605 1st Aven
Ilwaco Wa 98624
(360) 642-4171
(360) 751-5741



Black lake

Subject Property

Home ▾ FEMA's National Flood Hazard Layer (Official)

Details | Basemap |

About Content Legend

Legend

NFHL (click to expand)

LOMRs

□ Effective

LOMAs

○

FIRM Panels

□

Coastal Gages

○

Gages

○

Cross-Sections

—

Base Flood Elevations

~

Coastal Barrier Resources System Area

□

Levees

|| Unaccredited Levee

≡ Accredited Levee

General Structures

— Flood Structure

⌵ Bridge

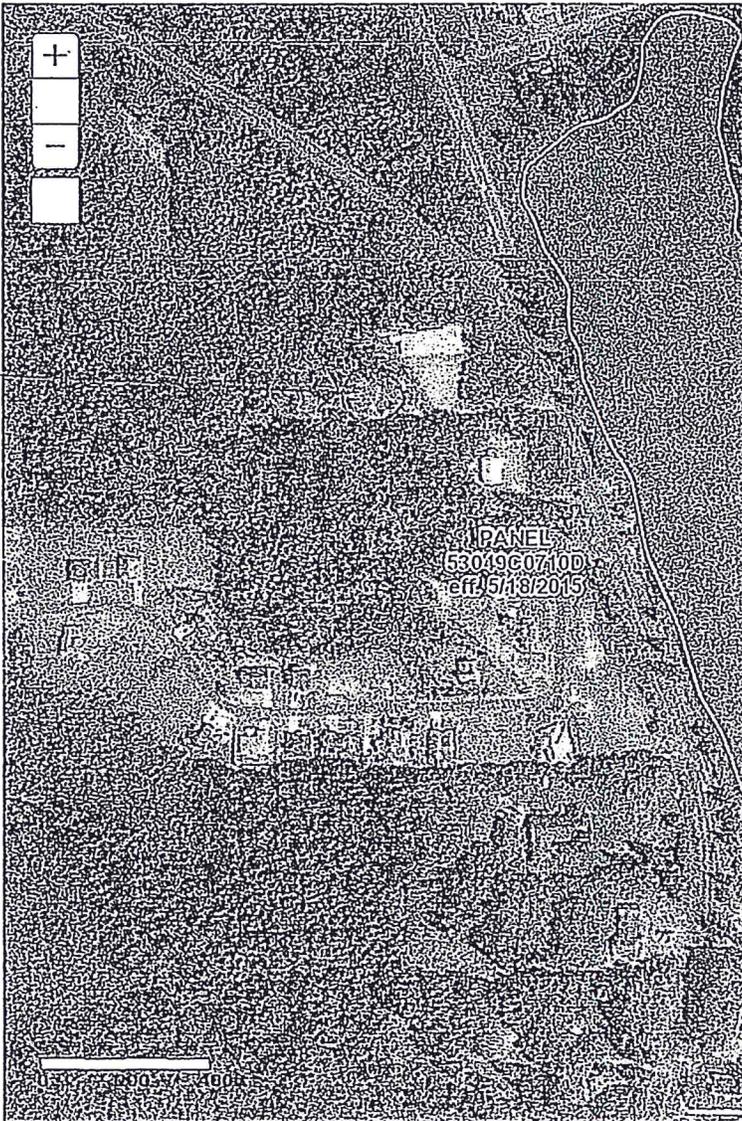
— Dam, Weir, Jetty

⋯ Other Structure

Flood Hazard Boundaries

≡ Limit Lines

SEMA / Flood Zone Boundaries



SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements - that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

Tynkila ADU

2. Name of applicant: [\[help\]](#)

Jason & Misty Tynkila

3. Address and phone number of applicant and contact person: [\[help\]](#)

605 1st Ave N Ilwaco WA 98624 360 642 4171

4. Date checklist prepared: [\[help\]](#)

5/19/16

5. Agency requesting checklist: [\[help\]](#)

City of Ilwaco

6. Proposed timing of schedule (including phasing, if applicable): [\[help\]](#)

Summer of 2016

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#) No

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#) none

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)
No

10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#) none known

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#) 800 square foot Accessory Dwelling Unit

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#) 605 1st Ave N Ilwaco WA 98624
Parcel # 10112843096

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. **Earth** [\[help\]](#)

a. General description of the site: [\[help\]](#)

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

30%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#) Clay

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#) No
- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)
800 square feet for Dwelling 306 sqft for Carport
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#) No
- g. About what percent of the site will be covered with impervious surfaces after project construction: (for example, asphalt or buildings)? [\[help\]](#)
1106 square ft
- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)
Well planned drain system

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#) None
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#) No
- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

3. Water [\[help\]](#)

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)
No
- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)
No
- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)
None
- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)
No

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

No

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

No

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

No

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals: . . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

None

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow?

Will this water flow into other waters? If so, describe. [\[help\]](#)

Standard roof runoff will be collected and run to bottom of slope

2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

No

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. [\[help\]](#)

No

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: [\[help\]](#) French drain

4. Plants [\[help\]](#)

a. Check the types of vegetation found on the site: [\[help\]](#)

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- Orchards, vineyards or other permanent crops.
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

Grass

c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

None

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

Maintained grass

e. List all noxious weeds and invasive species known to be on or near the site. [\[help\]](#)

none

5. Animals [\[help\]](#)

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. [\[help\]](#)

Songbirds, deer, Bear

Examples include:

- birds: hawk, heron, eagle, songbirds, other:
- mammals: deer, bear, elk, beaver, other:
- fish: bass, salmon, trout, herring, shellfish, other _____

b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

None

c. Is the site part of a migration route? If so, explain. [\[help\]](#)

No

d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

Maintain property w/ little or no impact to wildlife

e. List any invasive animal species known to be on or near the site. [\[help\]](#)

none

6. Energy and Natural Resources [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#) Electric for heating

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#) No

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)
Good insulation & state of the art windows

7. Environmental Health [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. [\[help\]](#) No

1) Describe any known or possible contamination at the site from present or past uses. [\[help\]](#) None

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. [\[help\]](#) None

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. [\[help\]](#) None

4) Describe special emergency services that might be required. [\[help\]](#) none

5) Proposed measures to reduce or control environmental health hazards, if any: [\[help\]](#)
~~There~~ will not be any environmental health hazards

b. Noise [\[help\]](#)

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)
None

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [help]

Short term construction normal working hours

3) Proposed measures to reduce or control noise impacts, if any: [help]

be considerate

8. Land and Shoreline Use [help]

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [help]

Vacant land will not affect current land uses

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [help] No

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: [help] No

c. Describe any structures on the site. [help]

Existing Home above & to the west of build site

d. Will any structures be demolished? If so, what? [help]

No

e. What is the current zoning classification of the site? [help]

C-2

f. What is the current comprehensive plan designation of the site? [help]

Existing home with accessory dwelling unit

g. If applicable, what is the current shoreline master program designation of the site? [help]

N/A

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [help]

No

i. Approximately how many people would reside or work in the completed project? [help]

2

j. Approximately how many people would the completed project displace? [help]

0

k. Proposed measures to avoid or reduce displacement impacts, if any: [help]

N/A

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [help]

No other building planned

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: [help]

9. Housing [help]

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [help]

1 middle

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [help]

0

c. Proposed measures to reduce or control housing impacts, if any: [help]

N/A

10. Aesthetics [help]

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [help]

14 ft high hardiplank siding

b. What views in the immediate vicinity would be altered or obstructed? [help]

None

b. Proposed measures to reduce or control aesthetic impacts, if any: [help]

Accessory dwelling unit will have similar characteristics as existing home

11. Light and Glare [help]

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [help]

None

b. Could light or glare from the finished project be a safety hazard or interfere with views? [help]

No

c. What existing off-site sources of light or glare may affect your proposal? [help]

None

d. Proposed measures to reduce or control light and glare impacts, if any: [help]

12. Recreation [help]

a. What designated and informal recreational opportunities are in the immediate vicinity? [help]

Hiking, biking, swimming in local pool

b. Would the proposed project displace any existing recreational uses? If so, describe. [help]

No

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [help]

N/A

13. Historic and cultural preservation [help]

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [help]

No

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [help]

No

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [help]

none

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. [help]

No disturbances to resources

14. Transportation [help]

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [help]

Pacific Highway 101 at bottom of Driveway through easement

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [help]

Yes very close to bus stop

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [help]

1 additional space none would be eliminated

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [help]

No

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [help]

No

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [help]

2 trips per day

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. [help]

No

h. Proposed measures to reduce or control transportation impacts, if any: [help]

N/A

15. Public Services [help]

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [help]

only that of an elderly couple

b. Proposed measures to reduce or control direct impacts on public services, if any. [help]

should have no impact

16. Utilities [help]

a. Circle utilities currently available at the site: [help]

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [help]

electricity (POD) sewer sewer, Flwaco water

C. Signature [help]

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____
Name of signee: Jason Tynkila
Position and Agency/Organization: Owner
Date Submitted: 5/19/16

D. supplemental sheet for nonproject actions [help]

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Proposed measures to protect such resources or to avoid or reduce impacts are:

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

AFFIDAVIT OF PUBLICATION

I, Mathew Winters, being first duly sworn, depose and say that I am the Editor of the Chinook Observer, say that the

CHINOOK OBSERVER

A weekly newspaper printed in the English language and published and circulated continuously as a weekly newspaper in the City of Long Beach, Pacific County, Washington, and established, published and circulated for more than six months prior to the date of the publication of the annexed notice; is a newspaper of general circulation in said city, county and state and that on April 27th, 1942, was approved as a legal newspaper by the Superior Court of said Pacific County, and that the annexed notice is a true copy of a

LEGAL NOTICE

As it was published in the regular and entire issue of said newspaper (and not in supplement form) in **1** issue(s) **June 29, 2016** and that said newspaper was regularly distributed to its subscribers during all of said period.

Mathew Winters

Subscribed and sworn to before me this **29th** day of **June, 2016**

Marlene E. Quillin
Marlene E. Quillin
Notary Public for the State of Washington,
residing in Ilwaco, Washington, in Pacific County.
My commission expires Dec. 20, 2019

CITY OF ILWACO
VARIANCE PERMIT APPLICATION
Variance on Auxiliary Dwelling Unit in Ilwaco
Notice is hereby provided in accordance with IMC 15.08.110 that the City of Ilwaco will hold a public hearing on the variance request submitted by **Jason and Misty Tynkila** to exceed the 400 square foot restriction for an Auxiliary Dwelling Unit (ADU) by 400 square feet on July 25, 2016. The requested variance is to construct an ADU that exceeds the 400 sq. ft. size limitations by 400 sq. ft. The project is located at 605 First Ave North, Ilwaco WA 98624, parcel number 10112843096. The project is located in the C-2 zoning district and will require a building permit. Project information can be found on file at Ilwaco City Hall 120 First Avenue North, Ilwaco WA 98624. Citizens are able to provide written or oral comments at the hearing. Members of the public who are not able to attend can submit certified letters before the public hearing.
Published June 29, 2016
Legal No. 171-16



CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 07/25/16 Council Business Item:

B. Issue/Topic: **iFocus Consulting Contract Renewal**

C. Sponsor(s):

1. Cassinelli
- 2.

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

This would be a renewal of the current agreement in place. The proposed agreement integrates the additional admin/support costs for Office 365 which was implemented at the end of 2015 by a separate contract.

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

1. Staff recommends the Council approve the Mayor to continue to use iFocus for tech support.
2. The proposed contract has an overall increase of \$105/month which is reflective of additional services which will directly reduce the risk of malware infection to the new server.

F. Impacts:

1. Fiscal: \$6,060 has already been budgeted for 2016 and approving this contract will increase the total amount owed by another \$525 for the remainder of the 2016 calendar year.
2. Legal:
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments:

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to approve the Mayor to execute the 2016 iFocus Consulting agreement for Network Administration.**

Iolly Beller

from: Marcus Handy <marcus@ifocus.us>
sent: Thursday, July 21, 2016 8:50 AM
to: Holly Beller
subject: RE: iFocus Consulting \\ Updated Contract

Iolly,

Let me provide some explanation. Currently, here's what your monthly invoicing looks like:

Network Administrator Support Agreement \$360 per month*
Exchange Environment Administration/Support (Office 365) \$105 per month (not included in the current contract).

This figure should be \$400 per month ... apparently there has been some internal miscommunication. We'll be making an adjustment here.

All that to say, the current monthly invoice total should be \$505 per month. The new contract encompasses both items, so the real increase is \$105 per month.

So why the increase and what's the justification?

First, we've added valuable services to the new contract:

- (1) OpenDNS (4 seats). OpenDNS provides an additional layer of protection at the network level for web-based malware threats at CityHall, FireStation, Water TP, and WWTP. We consider this a critical and necessary item given the multiplication of web-based threats in today's internet. The service permits category-based web filter based on organizational needs (eg blocks 'Porn') and includes intelligent malware protection. This service will directly benefit the City of Ilwaco by reducing the risk of malware infection. Retail on each OpenDNS seat is \$400 per year (\$1600 total) or \$200 per month.
- (2) Real-time monitoring of your server's health, including: Uptime, Disk health, Chassis health, Drive Space, and up status of critical services. This information will allow us to be more proactive by identifying trends and events to provide you with better support.

Second, our overhead costs are rising. This is mostly due to health insurance related cost increases.

Finally, to put things in perspective, it would cost the City of Ilwaco roughly \$1500 per month to hire a full-time, minimum-wage employee with few skills (and this figure doesn't include healthcare, PTO, and retirement benefits). For less than half that figure, you've been able to retain a responsive and knowledgeable group of Microsoft-Certified professionals who monitor and maintain your server, meticulously document help requests/responses, and maintain a comprehensive list of IT related assets in your environment.

Sincerely,
Marcus Handy
Network Services Manager
Focus Consulting, Inc

PS - If the City of Ilwaco is interested in a more comprehensive contract, that would include coverage for service calls, we would be willing to work up some numbers for that. Yes, it would be more expensive, but it would provide you with a manageable/stable budgetary figure for IT services with much less fluctuation.

iFOCUS CONSULTING

NETWORK ADMINISTRATION SUPPORT AGREEMENT

This Network Administration Maintenance Agreement (the “Agreement”) is made and entered on September 1, 2016, by and between **City of Ilwaco** (“Client”) and **IFOCUS CONSULTING INC** (“Consultant”) (collectively referred to as the “Parties”).

The Parties agree as follows:

1. **SERVICES:** Client shall engage Consultant for the maintenance of its corporate information technology local area network and wide area networking environment. Such services to be described in greater detail below (the “Services”):
 - A. Server System Support.** Consultant will provide umbrella coverage for all foreseeable services needed for the operation of the defined server environment. *See Appendix A and B for information on server systems covered under this agreement.*
 - B. Backup Services/ Disaster Recovery.** Consultant will provide support for daily server environment backup procedures. A disaster recovery plan will be implemented to allow for file restoration and support. *See Appendix C for extended information on backup service tasks.*
 - D. Network Infrastructure Support.** Consultant will provide support for core networking technology systems including switches, firewalls, routers, and modems. Service includes configuration, reinstallation, troubleshooting, firmware upgrades, VPN user management, and user support.
 - E. Desktop Computer Support.** Consultant will provide as-needed support service which includes, but not limited to, system troubleshooting, software support, operating system installation, software fault resolution, virus remediation, malware remediation, network connectivity, internet connectivity, and local resource configuration (including printers, faxes, ect).
 - F. Laptop Computer Support.** Consultant will provide as-needed support service which includes, but is not limited to, system troubleshooting, software support, operating system installation, software fault resolution, virus remediation, malware remediation, network connectivity, internet connectivity, VPN connectivity, remote access services, and local resource configuration.

F. Exchange Online Support. Consultant will include up to 1 hour of support per month (no rollover) and provide as-needed support service for additional request which includes, but not limited to, account management, password resets, assistance with email client configuration, technical liaison with Microsoft, MS outlook troubleshooting, NDR message troubleshooting, spam filter adjustment, server rule configuration, and public records requests.

G. Cisco OpenDNS Intelligent WebFilter. Consultant will include up to 4 seats to provide site-level, category-based web filtering and big data driven intelligent malware protection for the City of Ilwaco's networks. OpenDNS provides an agile layer of protection from web-based threats for PCs. Support includes configuration of filters, configuration of exceptions, and reporting upon request.

2. RESPONSE TIME: For the Services contemplated in this Agreement, Consultant will provide remediation to requested services as outlined:

A. Phone/ Email Support. Includes support for all network users. Upon encountering a computer-related problem, contact will be made to Consultant by calling the support desk or by emailing: helpdesk@ifocus.us
- *SAME DAY RESPONSE TIME*

During business hours: *Monday-Friday / 8:00am – 5:00pm* (503) 338-7443
After hours dedicated support hotline: (888) 262-4911

B. Remote Desktop Support. Our network specialists will provide remote desktop support to resolve issues related to application faults, and software configuration via the iFocus Remote Tool. - *SAME DAY RESPONSE TIME*

C. On Site Service. Our network specialists will provide service calls to resolve urgent or planned network performance issues related to hardware, connectivity, and operating system functionality. Proactive and planned services will be performed based on issue severity.

- **Severity 1:** Unplanned server, or critical application in an error state severely impacting customer production and/or profitability. – *SAME DAY RESPONSE TIME*
- **Severity 2:** Unplanned high-impact problem in which production is proceeding, but in a significantly impaired fashion. – *NEXT DAY RESPONSE TIME*
- **Severity 3:** Unplanned important issue, which does not have significant current productivity impact for the customer. – *TWO DAY RESPONSE TIME*

3. **EXCLUSIONS:** For the managed care services contemplated in this Agreement, the following are excluded and will require a separate contract: in-depth software or systems training, software programming, installation of new workstations or servers, and installation and configuration of any new enterprise application.
4. **COMPENSATION:** For the Services contemplated in this Agreement, Client will pay Consultant the monthly fees as outlined:

• Managed Server Asset: Server	\$500.00
• Realtime Server Status Monitoring	included
• Server Backup Services/ Disaster Recovery*	included
• Network Infrastructure Support	included
• Remote Support Management Tool	included
• Exchange Online Management**	\$110.00
• Cisco OpenDNS Intelligent Webfilter	included

Total: \$610.00

* Includes up to 8 hours support for contract term.

** Includes up to 1 hour support per month during contract term (no rollover).

Remote Support Services

Support will be charged at the rate of \$110/ hour billed in 15 minute increments for all remote support services performed during business hours.

Onsite Support Services

Support will be charged at the rate of \$110/ hour with a one hour minimum for all onsite services performed during business hours. *A fee of \$55 will be charged for one-way travel to the Ilwaco locations.*

After Hours Support Services

Support will be charged at the rate of \$165/ hour billed in one hour increments for after hours support services.

5. **TERM:** The original term of this Agreement shall be for **12 months beginning September 1, 2016**. 60 days prior to the end of the term of the contract, the Consultant will present the contract to the client for renewal.
6. **EXPENSES:** Client agrees to reimburse Consultant for all reasonable expenses authorized in advanced by Client and incurred in connection with this Agreement including, but not limited to, server systems, desktop systems, laptops, pocket PCs, uninterruptible power supplies, switches, routers, firewalls, modems, misc hardware and software.

7. **INDEPENDENT CONTRACTOR.** Consultant is an independent contractor and not an employee of the Client, and, unless otherwise stated in this Agreement, is not entitled to any of the benefits normally provided to the employees of the Client.
8. **CONFIDENTIALITY:** Consultant acknowledges that he/she may have access to Client's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and v) other such information as Client may designate as confidential ("Confidential Information"). Consultant agrees to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during or after the term of this Agreement, unless Client grants express, written consent of such a disclosure. In addition, Consultant will use his/her best efforts to prevent any such disclosure. Confidential Information will not include information that is in the public domain, unless such information falls into the public domain through Consultant's unauthorized actions.
9. **OWNERSHIP:** Client hardware and software assets stored within the offices of Client are the property of Client.
10. **HOLD HARMLESS/INDEMNIFICATION.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
11. **NONDISCRIMINATION.** In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted or assigned to any other individual, firm or entity without the express and prior approval of City.

13. **COMPLIANCE WITH LAWS.** Consultant, in the performance of this Agreement, shall comply with all applicable federal, state and local laws, rules and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. The Consultant specifically agrees to maintain a City of Ilwaco business license and pay any applicable Business and Occupation taxes that may be due on account of this Agreement.
14. **INSURANCE.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant shall obtain insurance as follows: 1) Commercial General Liability Insurance, 2) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and 2) Professional Liability insurance appropriate to the Consultant's profession.
15. **TIME ESSENCE.** Time is of the essence of this Agreement.
16. **CONTINUING OBLIGATIONS:** Notwithstanding the termination of this Agreement for any reason, the provisions of Sections 8 of this Agreement will continue in full force and effect following such termination.
17. **BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
18. **CUMULATIVE RIGHTS:** The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
19. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Further, the Client hereby releases and agrees to hold harmless, defend and indemnify the Consultant, from any and all claims, actions, proceedings, suits, liabilities, damages (actual, consequential, or incidental), settlements, penalties, fines, costs or expenses (including without limitation, reasonable attorney's fees and other litigation expenses) of every kind, whether known or unknown, incurred by Client arising out of this Agreement.

- 20. SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 21. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Client and Consultant.
- 22. LIMITATION OF LIABILITY:** In no event shall Consultant be liable for indirect, special or consequential damage suffered by Client in connection, directly or indirectly, with the action or inaction of Consultant under or in relation to this Agreement.
- 23. LIABILITY FOR DATA LOSS:** Client understands that there are inherent risks in providing support to computer systems which include but are not limited to data loss, data corruption, or complete loss of files or directories. Client agrees that Consultant will not be held liable for damages in the case of data loss.
- 24. FORCE MAJEURE:** Consultant shall be excused from performance to the extent that performance is prevented, delayed, or obstructed by causes beyond Consultant's reasonable control, including delays in performance by Client, acts of Nature (fire, storm, floods, earthquakes, etc.) civil disturbances, disruption of telecommunications, power or essential services.
- 25. NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

Client:

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

Consultant:

IFOCUS CONSULTING, INC.
100 39th Street, Suite 201
Astoria, OR 97103

Either party may change such addresses from time to time by providing notice as set forth above.

26. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CLIENT:

CONSULTANT:

Signature

Signature

Name (please print)

Chris Womack

Name

Title

President

Title



Appendix A:

Technology assets covered under this agreement

Server Systems

Ilwaco, Washington: 1

Total: 1

Appendix B:

Inclusive Managed Care Services

Server Systems:

- Unresponsiveness
- Service Failure
- Loss of network connectivity
- Security Issues
- Application Maintenance
- Anti-Virus Definition Updates
- Windows security patch installation
- Service pack installation
- Real-time Server Monitoring (See Note 1)

Note 1: Real-time Server Monitoring and Alerting

Real-time monitoring and alerting to Consultant of changes to server up-status, server chassis health, disk array health, physical disk health, drive space, and critical service status to enhance the Consultants awareness of the Client's environment

Appendix C:

General Server Maintenance

Certain maintenance procedures require more attention than others. The procedures that require the most attention are categorized as daily procedures. We take on these procedures each day to ensure system reliability, availability, performance, and security.

Backups Service\Disaster Recovery (DR). To provide a more secure and fault-tolerant environment, it is imperative that a successful backup be performed each night. The consultant will administer and monitor success of automated backup routines (including up to 2 Gigabytes of online\off-site backup storage). In the event of a server failure, we may be required to perform a restore from a backup.

- Requirement: managed server asset is covered by manufacturer's hardware warranty.
- Requirement: Client's licensing/support agreement for server backup software up to date.
- Up to 8 hours of DR services included; performed during business hours.
- After-hours rates apply when urgency of DR requires services outside business hours / holidays.

Monitoring the Event Viewer. The Event Viewer is used to check the System, Security, Application, and other logs on a local or remote system. These logs are an invaluable source of information regarding the enterprise server environment.

Monitoring System Services. Directory Service, DNS Server, Terminal Services, VPN Server, DHCP Server, Windows Update Services

Disk Space Utilization Confirmation.

Antivirus Definitions Updates.