



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, August 08, 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 25, 2016 Regular Meeting
2. Claims & Vouchers (TAB 2)
 - a. Checks: 39150 to 39156 + electronic payments \$26,949.66
 - b. Checks: 39157 to 39190 \$66,834.30

GRAND TOTAL: \$93,783.96

F. Reports

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

G. Comments of Citizens and Guests Present

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

H. Presentation – Responsible Retailer Program

I. Business

1. iFocus Consulting Contract Renewal (TAB 4) - *Cassinelli*

J. Discussion

1. Short Term Vacation Rentals (TAB 9) - *Cassinelli*
2. TIB Grant Applications (TAB 10) – *Jensen/Forner*
3. Interlocal Agreement for Professional Services (TAB 11) - *Cassinelli*
4. TIB Relight Washington Program Contract (TAB 12) – *Jensen/Forner*

K. Correspondence and Written Reports (TAB 14)

1. WellSpring Responsible Retail Program Manual-Cannabis

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	08/08/16 08/22/16	6:00 p.m.	Community Building
Planning Commission	Regular Meeting	Tuesday	09/06/16	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Tuesday	09/13/16	6:00 p.m.	Fire Hall



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, July 25, 2016**

A. Call to Order

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

B. Flag Salute

1. The Pledge of Allegiance was recited.

C. Roll Call

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

D. Approval of Agenda

1. **ACTION: Motion to approve the agenda with the additional discussion item of Short Term Vacation Rentals. (Marshall/Chambreau) 1 Ayes 4 Nays 0 Abstain.**
2. **ACTION: Motion to approve the agenda as presented. (Jensen/Forner) 4 Ayes 0 Nays 1 Abstain.**

E. Approval of Consent Agenda

1. Including Checks 39106 to 39107 + Electronic totaling \$12,668.79, Checks: 39122 to 39149 totaling \$39,337.82 for a grand total of \$52,006.61.
ACTION: Motion to approve the consent agenda excluding the minutes of July 11, 2016. (Marshall/Karnofski) 2 Ayes 3 Nays 0 Abstain.
ACTION: Motion to approve the consent agenda as written. (Jensen/Forner) 5 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

i. Fire Chief

Purchasing materials for the Port of Ilwaco and L&I.

ii. Treasurer

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

iii. Parks & Recreation Commission

Councilmember Karnofski reported that a design for the renovated City Park has been delivered for consideration.

2. Council Reports

- i. Councilmember Karnofski welcomed the new Treasurer and apologized for missing the last two council meetings.
- ii. Councilmember Marshall brought forth his letter to the council dated July 21, 2016 to be entered into record.
- iii. Councilmember Forner apologized for missing the last meeting and thanked Volunteer Firefighter Jim Berglund for his assistance in getting to and from the doctor's office.

3. Mayor's Report

- i. Mayor Cassinelli introduced the new Treasurer Karen Varshock. The mayor attended PCEMA and Transit Board meetings. The PACCOM budget is going out for review with no changes to the city contribution, however current union salary negotiations may slightly impact the expected city contribution amount. The Mayor also thanked Tangley Cottage for taking care of the flower pots around town.

G. Comments of Citizens and Guests Present

- 1. None

H. Public Hearing

1. Variance Request

The council meeting was closed at 6:37 p.m. and the Public Hearing for the Tynkila Variance Request was opened. The Mayor called for public comment of which there was none. Deborah Johnson, stepping in for Sam Rubin City Planner, presented an overview of the variance request. The Public Hearing was closed at 6:42 p.m. and the council meeting opened to business again.

I. Business

1. Position Pay Grades and Tables

ACTION: Motion to adopt the proposed ordinance adding the additional position grades and job descriptions and re-adopting the 2016 Pay Table as adopted by Ordinance 857. (Jensen/Marshall) 5 Ayes 0 Nay 0 Abstain.

2. DWSRF Sahalee Water System Improvements

ACTION: Motion to authorize the mayor to execute Municipal Loan Contract Number DM16-952-020 for \$868,095 for Sahalee Subdivision Water Systems Improvements. (Chambreau/Jensen) Roll Call Vote 5 Ayes 0 Nay 0 Abstain.

3. G&O Sahalee Water and Sewer Improvements

ACTION: Motion to approve the mayor enter into the contract with Gray & Osborne for Professional Engineering Services for Sahalee Water and Sewer Improvements. (Karnofski/Jensen) Roll Call Vote 5 Ayes 0 Nay 0 Abstain.

4. Tynkila Variance Request

ACTION: Motion to approve with conditions with removal of the second line of Condition 5, "The ADU may not be used as a transient accommodation without

additional review and approval”, and addition of the words “water and” to Condition 6 to read, “The ADU will require a separate water and sewer connection per IMC 14.06.240” 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. (Karnofski/Marshall) 5 Ayes 0 Nays 0 Abstain

J. Discussion

1. Tynkila Variance Request

Deborah Johnson, acting planner for Sam Rubin, presented the Staff Report to council. The SEPA checklist provided by the applicant is not a requirement for this residential development and doesn't require consideration from council. Planning Commission recommends council approve the Variance Request with conditions as presented. Council discussed the redundancy of some of the conditions placed on the approval.

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

2. iFocus Consulting Contract Renewal

This contract contains an increase of \$105 per month above the 2015 contract term.

ACTION: Move to business at next meeting.

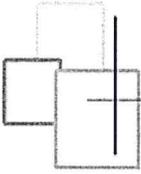
K. Future Discussion/Agendas

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

L. Motion to adjourn the meeting (Chambreau) Mayor Cassinelli adjourned the meeting at 7:07 p.m.

Mike Cassinelli, Mayor

Holly Beller, Deputy City Clerk



Register

Number	Name	Fiscal Description	Amount
<u>39150</u>	Brooks, Brian	2016 - August - First Meeting	\$350.71
<u>39151</u>	Fero, Jimmie W	2016 - August - First Meeting	\$1,065.00
<u>39152</u>	Williams, Thomas R	2016 - August - First Meeting	\$978.24
<u>39153</u>	AWC - Life Insurance	2016 - August - First Meeting	\$18.40
<u>39154</u>	AWC Employee Benefit Trust	2016 - August - First Meeting	\$5,236.22
<u>39155</u>	Dept of Retirement - Def Comp	2016 - August - First Meeting	\$155.00
<u>39156</u>	Dept of Retirement Systems	2016 - August - First Meeting	\$4,723.70
Beller, Holly Celeste	ACH Pay - 1933	2016 - August - First Meeting	\$1,207.23
Benson, Austin	ACH Pay - 1934	2016 - August - First Meeting	\$1,237.06
Budd, William	ACH Pay - 1949	2016 - August - First Meeting	\$934.23
Cassinelli, Michael	ACH Pay - 1937	2016 - August - First Meeting	\$423.70
Chambreau, Jon H.	ACH Pay - 1938	2016 - August - First Meeting	\$181.96
Forner, Gary	ACH Pay - 1940	2016 - August - First Meeting	\$399.60
Gray, Richard Roy	ACH Pay - 1941	2016 - August - First Meeting	\$1,119.82
Jensen, David	ACH Pay - 1942	2016 - August - First Meeting	\$181.96
Marshall, Fred	ACH Pay - 1943	2016 - August - First Meeting	\$181.96
Mc Kee, David A	ACH Pay - 1944	2016 - August - First Meeting	\$1,599.89
Mulinix, Vinessa	ACH Pay - 1945	2016 - August - First Meeting	\$180.76
Staples, Terri P	ACH Pay - 1946	2016 - August - First Meeting	\$557.32
Varschock, Karen	ACH Pay - 1947	2016 - August - First Meeting	\$1,552.62
<u>EFT8-5-16</u>	U.S. Treasury Department	2016 - August - First Meeting	\$4,039.28
			\$26,949.66

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.

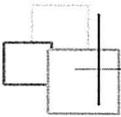
Treasurer

39150 through 39156 and electronic payments totalling \$29,949.66 are approved this 8th day of August, 2016.

Council member

Council member

Council member



Register

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

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>39157</u>	A & E Security Solutions, Inc.	8/8/2016	\$568.65
<u>39158</u>	A-1 Redi Mix	8/8/2016	\$60.48
<u>39159</u>	Arthur J Gallagher Rms, Inc.	8/8/2016	\$101.00
<u>39160</u>	Art's Auto Parts, Inc.	8/8/2016	\$164.89
<u>39161</u>	Backflow By The Best	8/8/2016	\$1,900.00
<u>39162</u>	Bank of Pacific	8/8/2016	\$38,716.30
<u>39163</u>	Box-K Auto Repair, Inc.	8/8/2016	\$63.43
<u>39164</u>	BSK Associates	8/8/2016	\$116.00
<u>39165</u>	Chinook Observer	8/8/2016	\$213.10
<u>39166</u>	City of Ilwaco	8/8/2016	\$3,439.10
<u>39167</u>	Consolidated Supply Co.	8/8/2016	\$2,679.45
<u>39168</u>	CREST	8/8/2016	\$500.00
<u>39169</u>	D J Witmer Company	8/8/2016	\$136.66
<u>39170</u>	EC Power Systems	8/8/2016	\$4,449.60
<u>39171</u>	Endress & Hauser, INC	8/8/2016	\$2,791.98
<u>39172</u>	Gray & Osborne, Inc.	8/8/2016	\$1,530.84
<u>39173</u>	Hach Company	8/8/2016	\$452.11
<u>39174</u>	Heather Reynolds, Attorney	8/8/2016	\$1,980.00
<u>39175</u>	Home Depot Credit Services	8/8/2016	\$299.94
<u>39176</u>	Hughes Fire Equipment Inc.	8/8/2016	\$778.60
<u>39177</u>	IFOCUS Consulting Inc.	8/8/2016	\$400.00
<u>39178</u>	Kubwater Resources Inc.	8/8/2016	\$1,376.21
<u>39179</u>	L N Curtis & Sons	8/8/2016	\$118.80
<u>39180</u>	Lawson Products	8/8/2016	\$284.30
<u>39181</u>	LEAF	8/8/2016	\$130.12
<u>39182</u>	Long Beach Commercial Security	8/8/2016	\$6.98
<u>39183</u>	Northstar Chemical, Inc.	8/8/2016	\$1,801.40
<u>39184</u>	Oman & Son	8/8/2016	\$19.41
<u>39185</u>	One Call Concepts, Inc.	8/8/2016	\$16.73
<u>39186</u>	Pitney Bowes	8/8/2016	\$601.98
<u>39187</u>	Solutions Yes	8/8/2016	\$16.21
<u>39188</u>	Verizon Wireless	8/8/2016	\$116.26
<u>39189</u>	Wadsworth Electric	8/8/2016	\$939.83
<u>39190</u>	Zee Medical Service Co.	8/8/2016	\$63.94
	Total Check		\$66,834.30
	Total 8023281		\$66,834.30
	Grand Total		\$66,834.30

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.

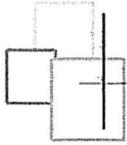
Treasurer

39157 through 39190 totalling \$66,834.30 are approved this 8th day of August, 2016.

Council member

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A & E Security Solutions, Inc.					
	39157			2016 - August - First Meeting	
			143657		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$113.73
			001-000-000-522-10-31-00	Office & Operating Supplies	\$113.73
			101-000-000-543-30-30-00	Office And Operating	\$113.73
			401-000-000-534-00-31-00	Operation & Maintenance	\$113.73
			409-000-000-535-00-31-01	Operations And Maintenance	\$113.73
			Total Invoice - 8/4/2016 11:08:09 AM		\$568.65
			Total 39157		\$568.65
Total A & E Security Solutions, Inc.					
\$568.65					
A-1 Redi Mix					
	39158			2016 - August - First Meeting	
			Inv A16103		
			401-000-000-534-00-31-00	Operation & Maintenance	\$60.48
			Total Invoice - 7/29/2016 5:33:15 PM		\$60.48
			Total 39158		\$60.48
Total A-1 Redi Mix					
\$60.48					
Arthur J Gallagher Rms, Inc.					
	39159			2016 - August - First Meeting	
			Invoice - 8/3/2016 4:53:10 PM		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$158.00
			Total Invoice - 8/3/2016 4:53:10 PM		\$158.00
			Invoice - 8/3/2016 4:56:59 PM		
			001-000-000-514-20-31-00	Office & Operating Supplies	(\$57.00)
			Total Invoice - 8/3/2016 4:56:59 PM		(\$57.00)
			Total 39159		\$101.00
Total Arthur J Gallagher Rms, Inc.					
\$101.00					
Art's Auto Parts, Inc.					
	39160			2016 - August - First Meeting	
			Invoice - 8/3/2016 5:46:58 PM		
			Inv 128342		
			001-000-000-522-60-48-00	Vehicle & Equipment Maintenance	\$6.42
			Total Invoice - 8/3/2016 5:46:58 PM		\$6.42
			Invoice - 8/3/2016 5:49:53 PM		
			Inv 128351		
			001-000-000-522-60-48-00	Vehicle & Equipment Maintenance	\$158.47
			Total Invoice - 8/3/2016 5:49:53 PM		\$158.47
			Total 39160		\$164.89
Total Art's Auto Parts, Inc.					
\$164.89					
Backflow By The Best					
	39161			2016 - August - First Meeting	
			Invoice - 8/4/2016 10:47:37 AM		
			1261 7/18-7/29/16		
			409-000-000-535-00-41-05	Professional Services	\$1,900.00
			Total Invoice - 8/4/2016 10:47:37 AM		\$1,900.00
			Total 39161		\$1,900.00
Total Backflow By The Best					
\$1,900.00					
Bank of Pacific					
	39162			2016 - August - First Meeting	
			Invoice - 8/3/2016 5:51:29 PM		
			980225905 25		
			001-000-000-591-22-71-00	BOP Fire Station - Prin	\$25,269.34
			001-000-000-592-22-83-00	BOP Fire Station - Interest	\$13,446.96
			Total Invoice - 8/3/2016 5:51:29 PM		\$38,716.30

Vendor	Number	Reference	Account Number	Description	Amount
	Total 39162				\$38,716.30
	Total Bank of Pacific				\$38,716.30
	Box-K Auto Repair, Inc.				
	39163			2016 - August - First Meeting	
		Invoice - 8/3/2016 5:56:20 PM			
		42613			
		001-000-000-522-60-48-00		Vehicle & Equipment Maintenance	\$63.43
		Total Invoice - 8/3/2016 5:56:20 PM			\$63.43
	Total 39163				\$63.43
	Total Box-K Auto Repair, Inc.				\$63.43
	BSK Associates				
	39164			2016 - August - First Meeting	
		Invoice - 8/3/2016 6:00:45 PM			
		V602407			
		401-000-000-534-00-31-06		Office & Customer Service	\$116.00
		Total Invoice - 8/3/2016 6:00:45 PM			\$116.00
	Total 39164				\$116.00
	Total BSK Associates				\$116.00
	Chinook Observer				
	39165			2016 - August - First Meeting	
		Invoice - 8/3/2016 7:53:07 PM			
		Ad 41173 & 41174 WWTP & Treasurer			
		001-000-000-511-30-44-00		Official Publications	\$58.95
		001-000-000-511-30-44-00		Official Publications	\$60.65
		Total Invoice - 8/3/2016 7:53:07 PM			\$119.60
		Invoice - 8/3/2016 7:56:06 PM			
		Ad 41298 WWTP			
		001-000-000-511-30-44-00		Official Publications	\$93.50
				AD WWTP Operator	
		Total Invoice - 8/3/2016 7:56:06 PM			\$93.50
	Total 39165				\$213.10
	Total Chinook Observer				\$213.10
	City of Ilwaco				
	39166			2016 - August - First Meeting	
		Invoice - 8/3/2016 7:35:00 PM			
		July Water & Sewer			
		001-000-000-511-60-47-02		City Sewer - Museum	\$41.87
		001-000-000-514-20-47-02		Water - City Hall	\$62.35
		001-000-000-514-20-47-03		Sewer - City Hall	\$97.26
		001-000-000-514-20-47-04		Storm Drainage	\$25.11
		001-000-000-522-50-47-01		Water	\$187.44
		001-000-000-522-50-47-02		Sewer	\$247.93
		001-000-000-522-50-47-03		Storm Drainage	\$70.47
		001-000-000-572-50-47-01		City Water	\$182.80
		001-000-000-572-50-47-02		City Sewer	\$238.77
		001-000-000-572-50-47-03		Storm Drainage	\$10.99
		001-000-000-576-80-47-01		Water-Parks, Sprinklers,Blk Lake	\$195.79
		001-000-000-576-80-47-02		Sewer-Parks, Black Lake	\$65.34
		001-000-000-576-80-47-03		Storm Drainage	\$21.98
		409-000-000-535-00-47-02		Water	\$777.59
		409-000-000-535-00-47-03		Sewer	\$1,180.43
		409-000-000-535-00-47-05		Storm Drainage	\$32.98
		Total Invoice - 8/3/2016 7:35:00 PM			\$3,439.10
	Total 39166				\$3,439.10
	Total City of Ilwaco				\$3,439.10
	Consolidated Supply Co.				
	39167			2016 - August - First Meeting	
		Invoice - 8/3/2016 7:58:01 PM			
		S7836157.001			
		401-000-000-534-00-31-00		Operation & Maintenance	\$631.54
		Total Invoice - 8/3/2016 7:58:01 PM			\$631.54
		Invoice - 8/3/2016 8:05:58 PM			
		S7836157.002			

Vendor	Number	Reference	Account Number	Description	Amount
			401-000-000-534-00-31-00	Operation & Maintenance	\$2,047.91
		Total Invoice - 8/3/2016 8:05:58 PM			\$2,047.91
	39167	Total Consolidated Supply Co.			\$2,679.45
	CREST				\$2,679.45
	39168	2016 - August - First Meeting			
		Invoice - 8/4/2016 8:42:47 AM			
		3122			
			001-000-000-519-70-49-02	Misc General Government	\$500.00
		Total Invoice - 8/4/2016 8:42:47 AM			\$500.00
	Total 39168				\$500.00
	Total CREST				\$500.00
	D J Witmer Company				
	39169	2016 - August - First Meeting			
		Invoice - 8/4/2016 8:41:05 AM			
		9198			
			001-000-000-514-20-20-00	Personnel Benefits	\$27.33
			101-000-000-542-30-20-00	Benefits	\$27.33
			401-000-000-534-00-20-00	Benefits	\$27.33
			408-000-000-531-38-20-00	Benefits	\$27.33
			409-000-000-535-00-20-00	Employee Benefits	\$27.34
		Total Invoice - 8/4/2016 8:41:05 AM			\$136.66
	Total 39169				\$136.66
	Total D J Witmer Company				\$136.66
	EC Power Systems				
	39170	2016 - August - First Meeting			
		Invoice - 8/3/2016 8:39:13 PM			
		179870			
			409-000-000-535-00-48-01	Repairs And Maintenance	\$1,142.50
		Total Invoice - 8/3/2016 8:39:13 PM			\$1,142.50
		Invoice - 8/3/2016 8:57:23 PM			
		179871			
			409-000-000-535-00-48-01	Repairs And Maintenance	\$1,303.88
		Total Invoice - 8/3/2016 8:57:23 PM			\$1,303.88
		Invoice - 8/3/2016 8:58:21 PM			
		179873			
			409-000-000-535-00-48-01	Repairs And Maintenance	\$1,001.61
		Total Invoice - 8/3/2016 8:58:21 PM			\$1,001.61
		Invoice - 8/3/2016 9:00:09 PM			
		179872			
			409-000-000-535-00-48-01	Repairs And Maintenance	\$1,001.61
		Total Invoice - 8/3/2016 9:00:09 PM			\$1,001.61
	Total 39170				\$4,449.60
	Total EC Power Systems				\$4,449.60
	Endress & Hauser, INC				
	39171	2016 - August - First Meeting			
		Invoice - 8/3/2016 9:01:43 PM			
		6700559333			
			401-000-000-594-34-64-01	Equipment	\$2,791.98
		Total Invoice - 8/3/2016 9:01:43 PM			\$2,791.98
	Total 39171				\$2,791.98
	Total Endress & Hauser, INC				\$2,791.98
	Gray & Osborne, Inc.				
	39172	2016 - August - First Meeting			
		Invoice - 8/4/2016 8:55:59 AM			
		16435.0			
			409-000-000-535-00-41-05	Professional Services	\$1,530.84
		Total Invoice - 8/4/2016 8:55:59 AM			\$1,530.84
	Total 39172				\$1,530.84
	Total Gray & Osborne, Inc.				\$1,530.84
	Hach Company				
	39173	2016 - August - First Meeting			
		Invoice - 8/3/2016 9:32:20 PM			

Vendor Number	Reference	Account Number	Description	Amount
		10025169		
		401-000-000-534-00-31-01	Chemicals	\$110.48
	Total Invoice - 8/3/2016 9:32:20 PM			\$110.48
	Invoice - 8/3/2016 9:37:27 PM			
		10023291		
		401-000-000-534-00-31-00	Operation & Maintenance	\$228.39
		401-000-000-534-00-31-01	Chemicals	\$113.24
	Total Invoice - 8/3/2016 9:37:27 PM			\$341.63
Total 39173				\$452.11
Total Hach Company				\$452.11
Heather Reynolds, Attorney				
39174			2016 - August - First Meeting	
	Invoice - 8/3/2016 11:14:10 PM			
		July Legal Services		
		001-000-000-515-30-41-00	Legal Services	\$252.00
		001-000-000-515-30-41-00	Legal Services	\$252.00
		001-000-000-515-30-41-00	Legal Services	\$1,062.00
		001-000-000-515-30-41-00	Legal Services	\$288.00
		001-000-000-515-30-41-00	Legal Services	\$54.00
		001-000-000-515-30-41-00	Legal Services	\$72.00
	Total Invoice - 8/3/2016 11:14:10 PM			\$1,980.00
Total 39174				\$1,980.00
Total Heather Reynolds, Attorney				\$1,980.00
Home Depot Credit Services				
39175			2016 - August - First Meeting	
	Invoice - 8/3/2016 11:54:18 PM			
		6035322540189861		
		001-000-000-514-20-31-00	Office & Operating Supplies	\$299.94
	Total Invoice - 8/3/2016 11:54:18 PM			\$299.94
Total 39175				\$299.94
Total Home Depot Credit Services				\$299.94
Hughes Fire Equipment Inc.				
39176			2016 - August - First Meeting	
	Invoice - 8/3/2016 9:52:06 PM			
		505621		
		001-000-000-522-60-48-00	Vehicle & Equipment Maintenance	\$778.60
	Total Invoice - 8/3/2016 9:52:06 PM			\$778.60
Total 39176				\$778.60
Total Hughes Fire Equipment Inc.				\$778.60
IFOCUS Consulting Inc.				
39177			2016 - August - First Meeting	
	Invoice - 8/3/2016 9:57:12 PM			
		00009986		
		001-000-000-514-20-41-00	Professional Services	\$53.34
		001-000-000-514-20-41-00	Professional Services	\$80.00
		401-000-000-534-00-41-04	Professional Services - Computer system	\$53.33
		401-000-000-534-00-41-04	Professional Services - Computer system	\$80.00
		409-000-000-535-00-41-02	Professional Services - Computer Systems	\$53.33
		409-000-000-535-00-41-02	Professional Services - Computer Systems	\$80.00
	Total Invoice - 8/3/2016 9:57:12 PM			\$400.00
Total 39177				\$400.00
Total IFOCUS Consulting Inc.				\$400.00
Kubwater Resources Inc.				
39178			2016 - August - First Meeting	
	Invoice - 8/3/2016 10:05:21 PM			
		05918		
		409-000-000-535-00-31-02	Chemicals	\$1,376.21
	Total Invoice - 8/3/2016 10:05:21 PM			\$1,376.21
Total 39178				\$1,376.21
Total Kubwater Resources Inc.				\$1,376.21
L N Curtis & Sons				
39179			2016 - August - First Meeting	
	Invoice - 8/3/2016 8:27:12 PM			

Vendor	Number	Reference	Account Number	Description	Amount
			INV38783		
			001-000-000-522-60-48-00	Vehicle & Equipment Maintenance	\$118.80
			Total Invoice - 8/3/2016 8:27:12 PM		\$118.80
	Total 39179				\$118.80
	Total L N Curtis & Sons				\$118.80
	Lawson Products				
	39180			2016 - August - First Meeting	
				Invoice - 8/3/2016 10:08:55 PM	
			9304238730		
			001-000-000-576-80-48-00	Repairs & Maintenance	\$56.86
			101-000-000-543-30-30-02	Small Tools & Equipment	\$56.86
			401-000-000-534-00-31-00	Operation & Maintenance	\$56.86
			408-000-000-531-38-31-01	Operations & Maintenance	\$56.86
			409-000-000-535-00-31-01	Operations And Maintenance	\$56.86
			Total Invoice - 8/3/2016 10:08:55 PM		\$284.30
	Total 39180				\$284.30
	Total Lawson Products				\$284.30
	LEAF				
	39181			2016 - August - First Meeting	
				Invoice - 8/3/2016 10:19:56 PM	
			6667183		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$22.12
			001-000-000-522-10-31-00	Office & Operating Supplies	\$20.82
			101-000-000-543-30-30-00	Office And Operating	\$22.12
			401-000-000-534-00-31-00	Operation & Maintenance	\$22.12
			408-000-000-531-38-31-01	Operations & Maintenance	\$20.82
			409-000-000-535-00-31-01	Operations And Maintenance	\$22.12
			Total Invoice - 8/3/2016 10:19:56 PM		\$130.12
	Total 39181				\$130.12
	Total LEAF				\$130.12
	Long Beach Commercial Security				
	39182			2016 - August - First Meeting	
				Invoice - 8/3/2016 10:21:42 PM	
			6067		
			001-000-000-576-80-31-00	Office & Operating Supplies	\$6.98
			Total Invoice - 8/3/2016 10:21:42 PM		\$6.98
	Total 39182				\$6.98
	Total Long Beach Commercial Security				\$6.98
	Northstar Chemical, Inc.				
	39183			2016 - August - First Meeting	
				Invoice - 8/3/2016 10:24:02 PM	
			88821		
			401-000-000-534-00-31-01	Chemicals	\$1,801.40
			Total Invoice - 8/3/2016 10:24:02 PM		\$1,801.40
	Total 39183				\$1,801.40
	Total Northstar Chemical, Inc.				\$1,801.40
	Oman & Son				
	39184			2016 - August - First Meeting	
				Invoice - 8/3/2016 10:29:10 PM	
			540597		
			001-000-000-522-10-35-00	Small Tools & Equipment	\$19.41
			Total Invoice - 8/3/2016 10:29:10 PM		\$19.41
	Total 39184				\$19.41
	Total Oman & Son				\$19.41
	One Call Concepts, Inc.				
	39185			2016 - August - First Meeting	
				Invoice - 8/3/2016 10:31:30 PM	
			6079071		
			101-000-000-543-30-30-00	Office And Operating	\$5.58
			401-000-000-534-00-31-00	Operation & Maintenance	\$5.58
			409-000-000-535-00-31-01	Operations And Maintenance	\$5.57
			Total Invoice - 8/3/2016 10:31:30 PM		\$16.73
	Total 39185				\$16.73

Vendor	Number	Reference	Account Number	Description	Amount
Total One Call Concepts, Inc.					\$16.73
Pitney Bowes					
	39186			2016 - August - First Meeting	
		Invoice - 8/3/2016 10:32:48 PM			
		1001381608			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$101.98
		Total Invoice - 8/3/2016 10:32:48 PM			\$101.98
		Invoice - 8/3/2016 10:38:28 PM			
		8000-9000-1082-5879			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$100.00
		101-000-000-543-30-30-00		Office And Operating	\$100.00
		401-000-000-534-00-31-06		Office & Customer Service	\$100.00
		408-000-000-531-38-31-01		Operations & Maintenance	\$100.00
		409-000-000-535-00-31-08		Office Supplies & Customer Service	\$100.00
		Total Invoice - 8/3/2016 10:38:28 PM			\$500.00
	Total 39186				\$601.98
Total Pitney Bowes					\$601.98
Solutions Yes					
	39187			2016 - August - First Meeting	
		Invoice - 8/3/2016 10:42:30 PM			
		INV77030			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$4.06
		101-000-000-543-30-30-00		Office And Operating	\$4.05
		401-000-000-534-00-31-06		Office & Customer Service	\$4.05
		409-000-000-535-00-31-08		Office Supplies & Customer Service	\$4.05
		Total Invoice - 8/3/2016 10:42:30 PM			\$16.21
	Total 39187				\$16.21
Total Solutions Yes					\$16.21
Verizon Wireless					
	39188			2016 - August - First Meeting	
		Invoice - 8/3/2016 10:45:10 PM			
		9768995298			
		401-000-000-534-00-42-00		Communications	\$116.26
		Total Invoice - 8/3/2016 10:45:10 PM			\$116.26
	Total 39188				\$116.26
Total Verizon Wireless					\$116.26
Wadsworth Electric					
	39189			2016 - August - First Meeting	
		Invoice - 8/3/2016 11:43:16 PM			
		402234			
		401-000-000-534-00-31-00		Operation & Maintenance	\$97.00
		Total Invoice - 8/3/2016 11:43:16 PM			\$97.00
		Invoice - 8/3/2016 11:46:15 PM			
		402378			
		401-000-000-534-00-31-00		Operation & Maintenance	\$842.83
		Total Invoice - 8/3/2016 11:46:15 PM			\$842.83
	Total 39189				\$939.83
Total Wadsworth Electric					\$939.83
Zee Medical Service Co.					
	39190			2016 - August - First Meeting	
		Invoice - 8/3/2016 10:48:05 PM			
		68316612			
		101-000-000-543-30-30-00		Office And Operating	\$63.94
		Total Invoice - 8/3/2016 10:48:05 PM			\$63.94
	Total 39190				\$63.94
Total Zee Medical Service Co.					\$63.94
Grand Total	Vendor Count	34			\$66,834.30

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpchief@centurytel.net

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

08-01-16

Page 1 of 2

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for July 2016

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

Long Beach

978 Total Incidents

Aid Call Assists: 11

Alarms: 6

Animal Complaints: 12

Assaults: 7

Assists: 134

(Includes 9 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 1

Disturbance: 32

Drug Inv.: 5

Fire Call Assists: 6

Follow Up: 154

Found/Lost Property: 35

Harassment: 9

Malicious Mischief: 7

MIP – Alcohol: 3

MIP – Tobacco: 0

Missing/Found Persons: 2

Prowler: 2

Runaway: 0

Security Checks: 240

Suspicious: 29

Thefts: 21

Traffic Accidents: 7

Traffic Complaints: 13

Traffic Tickets: 32

Traffic Warnings: 170

Trespass: 16

Warrant Contacts: 10

Welfare Checks: 14

Ilwaco

528 Total Incidents

Aid Call Assists: 3

Alarms: 5

Animal Complaints: 3

Assaults: 2

Assists: 72

Burglaries: 1

Disturbance: 12

Drug Inv.: 4

Fire Call Assists: 2

Follow Up: 88

Found/Lost Property: 8

Harassment: 3

Malicious Mischief: 3

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing/Found Persons: 0

Prowler: 1

Runaway: 2

Security Checks: 171

Suspicious: 16

Thefts: 6

Traffic Accidents: 1

Traffic Complaints: 4

Traffic Tickets: 19

Traffic Warnings: 76

Trespass: 5

Warrant Contacts: 12

Welfare Checks: 9

The July 4th weekend went well. We were very busy but that is to be expected. The fireworks show in Ilwaco was well attended and was about as perfect an event as you can have. The crowds on the beach on the 4th were very large. This year for the first time the beach was not our primary responsibility since we have recently found out that it's not in the city limits. Washington State Parks had about 14 Park Rangers on the beach for the whole weekend and we assisted. Fish and Wildlife, Pacific County Sheriff's Department and Washington State Patrol also were on the beach. We also hired 3 additional officers for the whole weekend. The event, overall, went well. I hope that we can keep State Parks engaged, especially since the beach is their responsibility.

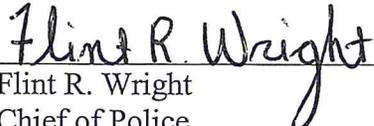
On the 15th, Loretta and I helped out at the Kite Museum. A group of about 90 students from summer school were there for a tour of the museum. I let the kids look through my patrol vehicle and gave a short talk about "stranger danger". Loretta helped hand out cookies.

SandSations, which was on the 23rd, went well. The crowds were large and well behaved. One of the things that came up was that we ended up transporting a lot of older and handicapped people off the beach. It would be worth considering for the city or organizers of the event to use a Gator, specially marked advertising this service, to do this. Just something to think about.

On July 25th I met with staff from Ocean Beach Hospital and Willapa Behavioral Health to discuss how the working relationship between the three entities is going. All agreed that things are working well between us.

Officer Tim Mortenson attended training on July 26th and 27th. The class title was "Blue Courage". Some of the topics covered were how to address cynicism, developing mental toughness, instilling a sense of commitment to the nobility of policing and developing a moral compass and the courage to do the right thing in any circumstances.

On the 29th the department provided traffic control for the Rodeo parade.



Flint R. Wright
Chief of Police

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

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 07/25/16 Council Business Item: 08/08/16

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.**



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)

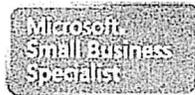
Chris Womack

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.



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SUMMARY

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

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

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

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

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

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

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

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

OVERVIEW OF PROPOSED ORDINANCE

Section 1:

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

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

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

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

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

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

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

The extensive list of definitions and the proposed definitions included in the ordinance are required in their entirety as required by RCW 35A.12.130 which states

“The enacting clause of all ordinances shall be as follows: "The city council of the city of do ordain as follows:" No ordinance shall contain more than one subject and that must be clearly expressed in its title.

No ordinance or any section or subsection thereof shall be revised or amended unless the new ordinance sets forth the revised ordinance or the amended section or subsection at full length. No ordinance shall take effect until five days after the date of its publication unless otherwise provided by statute or charter, except that an ordinance passed by a majority plus one of the whole membership of the council, designated therein as a public emergency ordinance necessary for the protection of public health, public safety, public property or the public peace, may be

made effective upon adoption, but such ordinance may not levy taxes, grant, renew, or extend a franchise, or authorize the borrowing of money.

Every ordinance which passes the council in order to become valid must be presented to the mayor; if he or she approves it, he or she shall sign it, but if not, he or she shall return it with his or her written objections to the council and the council shall cause his or her objections to be entered at large upon the journal and proceed to a reconsideration thereof. If upon reconsideration a majority plus one of the whole membership, voting upon a call of ayes and nays, favor its passage, the ordinance shall become valid notwithstanding the mayor's veto. If the mayor fails for ten days to either approve or veto an ordinance, it shall become valid without his or her approval. Ordinances shall be signed by the mayor and attested by the clerk."

Section 2:

Section 2. *Section 2 of Ordinance 791 (2011), codified as IMC 15.29.045 R-3 Resort District/ Short-term rental of dwelling units, is hereby repealed.*

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

Section 3:

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

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

Vacation Rentals.

15.41.010 Purpose.

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

15.41.020 General Standards.

A. Subject to the requirements in this chapter, vacation rentals are allowed as a primary permitted use within the following zoning districts: R-3, R-4, R-5, C-1, C-2, and M-1; provided, that vacation rentals located within the C-1 and C-2 zoning districts shall not be allowed on the ground floor of a structure.

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

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

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

Planner's Comment: Changes made since the June staff report and ordinance are that section C was changed so that the planning department and Fire Marshal could determine if the property met the applicable zoning standards. Previous language required the potential vacation rental to meet all zoning regulations including lot coverage, setbacks, and maximum heights. This was changed since there are a substantial amount of structures in Ilwaco that are allowed for residences that don't meet all zoning standards. The updated language acknowledges this and makes allowances for more properties to potentially have the option of becoming a short term vacation rental.

15.41.030 Conditions.

A. The maximum number of occupants over the age of three (3) allowed per dwelling unit shall not exceed two (2) occupants plus 3 times the number of bedrooms in zoning district R-3 or two (2) times the number of bedrooms in zoning districts R-4, R-5, C-1, C-2, and M-1.

a. The number of available bedrooms shall be determined by the Fire Marshall as part of the annual fire safety inspection.

b. All bedrooms must have means of egress.

Planner's Comment: Occupancy allowance changes were updated on feedback provided by Rich Marshall and City Council on April 11, 2016. Removing the cap of up to 12 persons can allow for larger units to have more people in the vacation rental. The proposed language

creates a sliding scale that determines occupancy based on the number of legal bedrooms. Based on discussions with the building inspector it was determined that the number of legal bedrooms would be determined by the Fire Marshall as part of the annual fire inspection required in the following sections.

Updated occupancy standards were based on City Council discussions from June and July of 2016 and Councilmember Marshall's submitted comments. The formula for determining maximum occupancy is shown below. (X) is equal to the number of bedrooms in a dwelling unit.

R-3 maximum occupancy= 2 + 3(X)

R-4, R-5, C-1, C-1, and M-1 maximum occupancy = 2 + 2 (X)

A 3-bedroom unit would have a maximum occupancy of 11 persons in the R-3 zoning district and would have a maximum occupancy of 8 in the remaining permitted zones.

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

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

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

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

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

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

b. The vacation rental's maximum occupancy.

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

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

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

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

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

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

i. Renter responsibilities, which shall at minimum include:

(1) Do not trespass on private property.

(2) Do not litter.

(3) Do not create a noise disturbance.

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

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

15.41.040 Violations.

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

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

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

Section 4:

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

Section 5:

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

FUTURE STEPS

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

ATTACHMENTS:

1. Updated Draft Ordinance with annotated comments.

Sam Rubin
Ilwaco City Planner

**CITY OF ILWACO
ORDINANCE NO. XXX**

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

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

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

WHEREAS, the City Council and Planning Commission wish to allow Ilwaco property owners to provide short-term vacation rentals, while at the same time, to protect public interest and to avoid undesirable impacts upon existing neighborhoods; and

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

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

WHEREAS, the Ilwaco City Council conducted a public hearing on the proposed code amendments on April 11, 2016, and duly considered all comments made at or received in writing timely to that hearing;

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

Section 1. IMC 15.04.020 is hereby amended to read as follows:

15.04.020 Definitions.

As used in this title:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Canopy” means a roof-like projection.

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

“City” means the city of Ilwaco, Washington.

“City attorney” means the city attorney of the city of Ilwaco, Washington.

“City council” means the city council of the city of Ilwaco, Washington.

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

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

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

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

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

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

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

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

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

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

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

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

“Conditional uses” means certain uses which are otherwise not allowed in a use district but are permitted in specific circumstances subject to a conditional use permit granted by the city council. Conditional uses require a special degree of control to make such uses consistent with and compatible to other existing or permissible uses in the same zone or zones.

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

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

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

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

“County assessor” means the assessor of Pacific County, Washington.

“County auditor” means the auditor of Pacific County, Washington.

“County road” means a road maintained for public travel by Pacific County.

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

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

1. Columbia River;
2. Wallicut River.

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

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

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

human health, wildlife or the environment because such wastes or constituents or combinations of such wastes:

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

A moderate risk waste is not dangerous waste.

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

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

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

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

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

"Designated zone facility" means any hazardous waste facility that requires an interim or final status permit under rules adopted under RCW Chapter 70.105 and WAC Chapter 173-303, and that is not a preempted facility as defined in RCW 70.105.010 or in WAC Chapter 173-303. A hazardous waste treatment or storage facility is a designated zone facility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Group Home.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Has a concentration of biochemical oxygen demand (BOD) and suspended solids (SS) in excess of two hundred (200) milligrams per liter per average workday; or

2. Has a discharge containing cadmium, chromium, copper, lead, zinc, silver or similar toxic substances; or
3. Is found by the city, State Department of Ecology or United States Environmental Protection Agency to have a significant impact on the wastewater treatment system; or
4. Has a discharge flow of ten thousand (10,000) gallons or more per average workday.

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

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

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

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

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

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

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

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

1. Areas of historic failure;
2. Areas with all three of the following characteristics:

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

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

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

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

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

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

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

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

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

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

Lot Measurements.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Mobilehome” means a factory-built dwelling built before June 15, 1976, to standards other than the HUD ordinance, and acceptable under applicable state ordinances in effect at the time of construction or

introduction of the home into the state. Mobilehomes have not been built since introduction of the HUD Manufactured Home Construction and Safety Standards Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nursing Home. See “Convalescent home.”

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

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

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

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

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

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

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

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

“Pacific County road standards” means the latest edition of the Pacific County road standards.

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

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

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

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

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

“Person” includes firms, corporations, associations and agents of persons.

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

“Planning commission” means the planning commission of the city of Ilwaco, Washington.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“RCW” means the Revised Code of Washington.

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

Recreational Vehicle.

1. Recreational vehicles means motorized vehicles that include a cabin for living accommodations and are commonly used for recreational travel and touring. Vehicles included in this category come in several forms: travel trailers, tent trailers and camping trailers, all of which must be towed by a

car or pickup truck; and truck campers, motor homes and camper vans, all of which have the motor within the body of the vehicle.

2. Recreational vehicles may also include any motorized or nonmotorized vehicle, boat, boat trailer or other vehicle to be used for recreational purposes.

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

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

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

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

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

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

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

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

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

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

“Roadway” means pavement width plus any nonpaved shoulders.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sign, Flashing. "Flashing sign" means:

1. A lighted sign whose lights or part of whose lights go on and off intermittently;
2. An illuminated sign with action or motion, or light or color changes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Urban growth area” means that area designated by the city’s comprehensive plan as the city’s urban growth area.

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

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

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

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

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

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

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

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

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

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

“View” means an unrestricted angle of vision.

“WAC” means Washington Administrative Code.

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

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

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

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

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

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

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

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

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

Section 2. Section 2 of Ordinance 791 (2011), codified as IMC 15.29.045 R-3 Resort District/ Short-term rental of dwelling units, is hereby repealed.

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

Vacation Rentals.

15.41.010 Purpose.

The purpose of this subsection is to establish regulations for the siting and operation of

vacation rentals in all zoning districts.

15.41.020 General Standards.

A. Subject to the requirements in this chapter, vacation rentals are allowed as a primary permitted use within the following zoning districts: R-3, R-4, R-5, C-1, C-2, and M-1; provided, that vacation rentals located within the C-1 and C-2 zoning districts shall not be allowed on the ground floor of a structure.

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

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

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

15.41.030 Conditions.

A. ~~The maximum number of occupants over the age of three (3) allowed per dwelling unit shall not exceed two (2) occupants plus 3 times the number of bedrooms in zoning district R-3 or two (2) times the number of bedrooms in zoning districts R-4, R-5, C-1, C-2, and M-1.~~

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

a. The number of available bedrooms shall be determined by the Fire Marshall as part of the annual fire safety inspection.

b. All bedrooms must have means of egress.

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

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

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

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

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

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

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

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

15.41.040 Violations.

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

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

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Amusement										
Bowling alley				A	A			A		
Firing range (indoor)				A	A			A		
Game, card rooms, video games				A	A	A		A		
Gyms, exercise facilities, spas, health clubs				A	A	A		A		
Golf course				A	A					

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Community Services										
Bus stop shelter	A	A	A	A	A	A	A	A	A	A
Churches, temples, synagogues			A	A	A	A		A		
Community arts center				A				A		
Community center, meeting hall, fraternal organization, clubs, youth clubs				A		A		A		
Conference/meeting facilities				A	A	A		A		

Convalescent or nursing home								A		
Hospital				A				A		
Preschool facilities								A		
Fire stations	A	A	A	A	A	A	A	A	A	
Library, Public								A		
Museum, Nonprofit				A			A	A		
Museum, For-profit				A	A			A		
Art galleries				A	A	A	A	A		
Parks	A	A	A	A	A	A	A	A	A	A
Police stations (without detention facilities)								A	A	
Police stations (with detention facilities)								A		
Schools, Public	A	A	A	A	A	A		A		
Vocational school								A		
Public swimming pools				A		A		A		A
Theaters and auditoriums				A	A	A		A		
Exhibit halls				A	A	A		A		
Mortuary, without crematorium								A		

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Manufacturing										
Automobile wrecking										
Sawmilling									A	
Log/chip storage									A	
Food/seafood processing								A	A	
Boat building/repair								A	A	
Canoe and kayak building								A	A	
Furniture manufacture								A	A	

Prefabricated housing									A	A	
Cabinetry shop									A	A	
Welding, sheet metal and machine shops									A	A	
Other light manufacturing on a case-by-case basis										A	

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Parking										
Commercial (pay for use) parking lots						A	A	A	A	
Public garage							A	A	A	
Public parking lots				A		A	A	A	A	

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Residential										
Accessory structures (e.g., garage)	A	A	A	A	A			A		
Adult family home	A	A	A	A	A			A		
Assisted living facility				A						
Condominium			A	A	A			A		
Duplexes			A	A	A			A		
Family daycare provider	A	A	A	A	A			A		
Group home	A	A	A	A	A					
Home occupations	A	A	A	A	A		A	A		
Keeping of chickens for noncommercial, personal use	A	A	A							
Multifamily residences/apartments			A	A	A			A		

Residences above groundfloor commercial				A	A		A	A		
Residential on groundfloor in commercial building				A	A			A		
Single-family residence	A	A	A	A	A			A		
Townhouse			A	A	A			A		
Used manufactured home		A								
Manufactured home	AE	AE	AE		AE					
Short-term rental of dwelling units	-	-	-	A	-	-	-	-	-	-
Planned unit and cluster developments				A						

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Retail Trade and Services										
Adult entertainment business									A	
Animal clinic/hospital								A		
Antique shop				A			A	A	A	
Appliance stores							A	A		
Auto maintenance/repair shops								A	A	
Auto paint/body shop								A	A	
Auto parts and accessories							A	A		
Auto sales, new or used								A		
Bakery, retail				A			A	A		
Bakery, wholesale with retail							A	A		
Bakery, wholesale only								A	A	

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

Employment agency							A	A		
Fabric store							A	A		
Farm supplies							A	A	A	
Farmers' Market							A	A		
Financial institution							A	A		
Florist				A	A		A	A		
Furniture manufacturing with retail outlet							A	A	A	
Furniture store							A	A		
Grocery store, small (1,001 —5,000 square feet)				A			A	A		
Grocery store, large (over 5,000 square feet)							A	A		
Heating/plumbing equipment (if housed inside building)							A	A	A	
Hotel/motel/hostel				A	A		A	A		
Insurance agency							A	A		
Jewelry, watch sales/repair				A	A		A	A		
Laundromat and/or										
dry-cleaning drop-off only				A	A	A	A	A	A	
Liquor store							A	A		
Locksmith							A	A		
Lumberyards (fenced)								A	A	
Medical/dental offices							A	A		
Medical/dental clinics							A	A		
Mini-storage					A	A		A	A	
Novelty/gift shops				A	A	A	A	A		
Offices, business or professional				A			A	A		

Paint, glass, wallpaper sales and decorating							A	A		
Park store						A				
Pawn shop								A		
Pet store							A	A		
Pharmacy							A	A		
Printing establishment/copy center (service only)							A	A		
Printing establishments and newspaper printing							A	A	A	
Recycling drop-off station— public										
(enclosed containers only)				A	A	A		A	A	
Rental — truck, auto								A		
Repairs — small appliances, business machines							A	A	A	
Repairs — upholstery, furniture							A	A	A	
Restaurants, cafes, and similar establishments (with or without bar)				A	A	A	A	A		
Retail shops for custom work without chemical processes							A	A	A	
Retail shops for custom work with chemical processes									A	
RV park				A		A				
Seafood market				A			A	A	A	
Second hand shop							A	A	A	

Service station								A	A	
Shoe repair or shoe shine				A	A		A	A		
Sports equipment—										
sales and rentals				A	A	A	A	A		
Storage (rental for personal/commercial use) above first floor								A	A	
Studios (artists/craftspeople)				A	A		A	A	A	
Tailors							A	A		
Telephone exchanges								A		
Telegraph offices							A	A		
Thrift shops								A		
Tire repair shops (with enclosed storage area)								A	A	
Toy, hobby/crafts/art supplies and variety shops				A			A	A		
<u>Vacation rentals</u>				<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	
Vendor carts for food, drink or special occasion retail sales				A		A	A	A	A	
Video rentals				A		A	A	A		

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Transportation										
Bus passenger terminals, without storage or maintenance facilities								A	A	

Taxi terminals, dispatch centers (without maintenance facilities)									A		
School bus garage, not adjacent to school									A		
School bus garage, adjacent to school	A								A		

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Utilities										
Utility service substations (must be landscaped and screened from any adjacent residential use)					A	A		A	A	
Public road/utility shops								A	A	

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Wholesale Trade and Storage										
Warehouses for storage						A		A	A	
Wholesale distribution center (housed within buildings)								A	A	

Land Use	R-1	R-1S	R-2	R-3	R-4	R-5	C-1	C-2	M-1	P
Essential Public Facilities										
Type One										
Regional transportation facility (e.g., airports)									A	
State correctional facilities									A	

State or regional educational facility								A		
Type Two										
County jails								A		
Regional solid waste handling facilities									A	
Community colleges								A	A	
Sewage treatment facilities							A	A		
Communication towers and antennas								A		

Section 5. IMC 15.46.040 is hereby amended to read as follows:

15.46.040 Parking standards for specific activities.

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

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

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

Parking standards for specific activities are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. Compact Car Parking.

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

Section 6. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance

Section 7. Referendum and Effective Date. This Ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS _____ DAY OF _____, 2016.

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, Deputy City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item:08/08/16 Council Business Item:

B. Issue/Topic: **Transportation Improvement Board (TIB) Grant Applications**

C. Sponsor(s):

1. David Jensen
2. Gary Forner

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

In the last few years, the city has had four TIB projects: School Road reconstruction, Brumbach overlay, Elizabeth reconstruction, and various sidewalks. The applications for this next grant cycle are due by August 19th. The two applications before the Council include overlays for Captain Robert Gray Drive, Scarboro Lane N, Ortelius Drive and Scarboro S. Baker's Bay is in extreme need of an overlay, TIB has been out there multiple times on site visits and understand the condition of the current streets. The other application is for Lake Street SE to Williams Ave SE, this project was identified by TIB as an area in need.

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

1. Gray & Osborne has provided the drafted applications for the Baker's Bay overlay and the Lake St. Overlay.

F. Impacts:

1. Fiscal: Match would be 5% of each project, coming from the Streets fund. This would be incorporated into the 2017 budget if awarded.
2. Legal:
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments:

I. Time Constraints/Due Dates: Applications are due to TIB by Friday August 19th.

J. Proposed Motion: **I move to authorize the mayor to submit grant applications to the Transportation Improvement Board for the Baker's Bay various overlays and the Lake St SE to Williams Ave SE overlay.**



2016 Funding Application

for the Small City Preservation Program (SCPP)

Mail **ONE** signed application and required attachments to the TIB Office postmarked no later than **August 19, 2016**.
 TIB Office Mailing Address: Post Office Box 40901 ✦ Olympia WA 98504-0901
NEW REQUIREMENT: Email your completed Excel application workbook to Chris Workman at ChrisW@tib.wa.gov
 For assistance contact Chris Workman, TIB Project Engineer, at (360) 586-1153 or via email at ChrisW@tib.wa.gov

Agency Name ILWACO
 Agency Contact Holly Beller
 Email Address clerk@ilwaco-wa.gov
 Phone Number (360) 642-3145

Legislative District(s) 19
 Congressional District(s) 3
[Click Here to find Legislative or Congressional District](#)

Application Instructions

- Include only hard surfaced city streets
- Break street into segments when there are significant changes in cross section or condition
- Sidewalk ramps within the project limits must be upgraded to current ADA standards
- Do not combine with or use SCPP project as match for federally funded project

Required Attachments

Include the following attachments with your application

- Street map with requested segments highlighted
- Segment worksheet(s) reviewed and signed by engineer licensed in Washington state

Include the following attachments if applicable

- Letter of commitment from funding partner(s)
- Written confirmation from county
- Written concurrence from WSDOT if project connects to or crosses a state highway

Select Project Type (select one)

- OVERLAY FULL DEPTH RECLAMATION (FDR)

Project Schedule

Enter target dates Contract Award Contract Completion

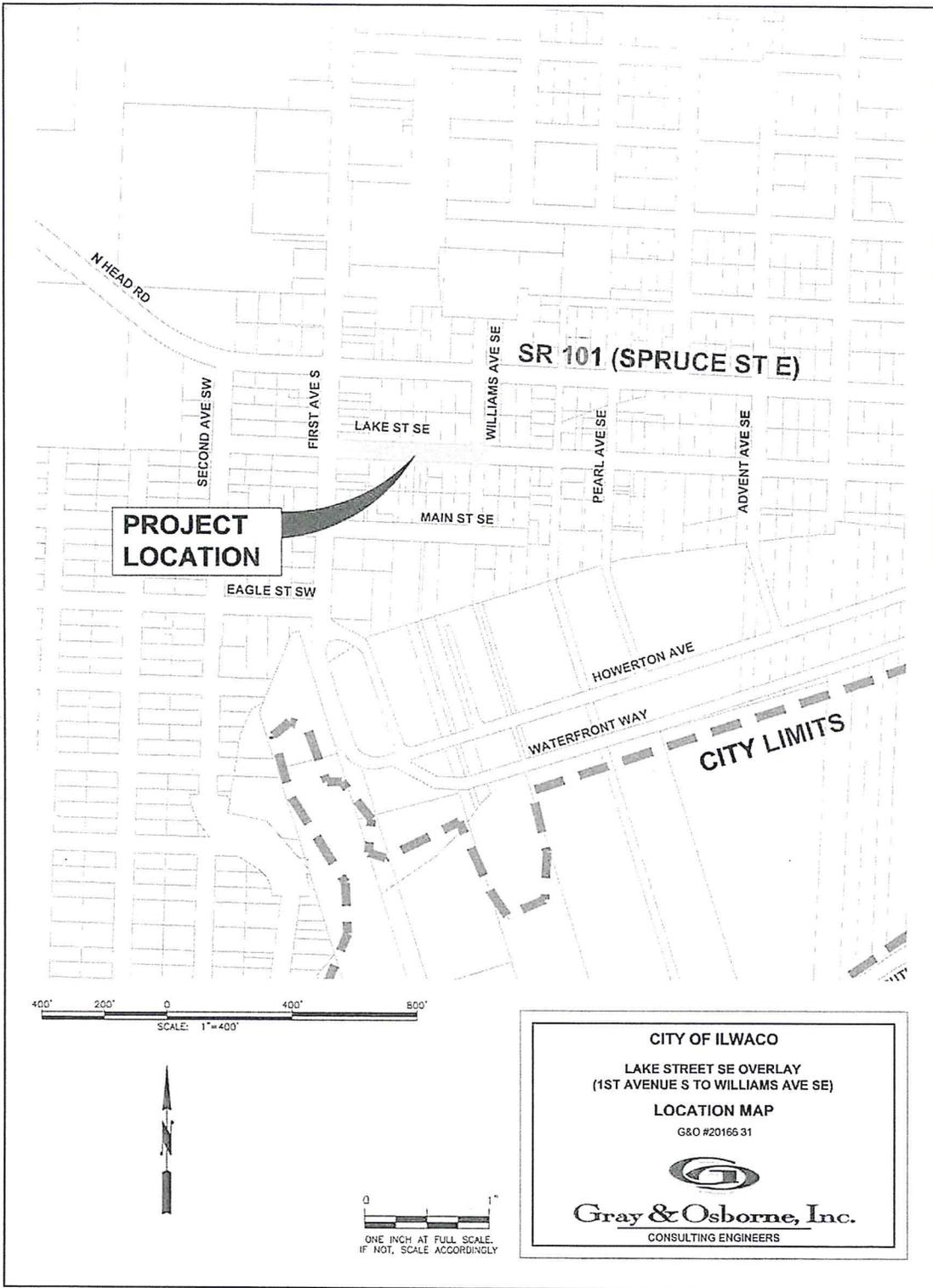
May 2017 Oct 2017

Segment Summary

Segment information populates from Segment worksheets

Truck Route	Street Segment	State Hwy Impact	Engineering Cost	Contract with Contingency	Total Cost
None	Lake Street SE First Avenue S to Williams Avenue SE	No	46,580	155,300	201,880
TOTALS			\$46,580	\$155,300	\$201,880

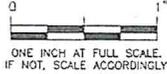
103.18m\0210210211 Lake Street Overlay - 103.18m\0210210211.dwg 1/27/2014 1:50 PM VERDIE KAWESGB



**PROJECT
LOCATION**

SR 101 (SPRUCE ST E)

CITY LIMITS



CITY OF ILWACO
 LAKE STREET SE OVERLAY
 (1ST AVENUE S TO WILLIAMS AVE SE)
LOCATION MAP
 G&O #20166 31



Gray & Osborne, Inc.
 CONSULTING ENGINEERS

Street Segment Estimate for ILWACO

Enter Priority 1

Street Name Lake Street SE

Termini First Avenue S to Williams Avenue SE

Truck Route None

Sidewalk Placement Both Sides

Connects to State Highway No

Sidewalk Condition Fair

Length in Feet 490 feet

Curb Placement Both Sides

Pavement Width 40 feet

Enter # non-compliant ADA Ramps 10 ramps

Enter Utility Information

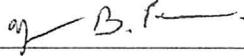
	Enter Age or None	Condition
WATER	40+ years	Fair

	Enter Age or None	Condition
SEWER	20 years	Good

Describe the proposed segment work below

Existing roadway to be overlaid, with planing at intersections and existing curbs/gutters.

Engineer's Estimate

Registered Engineer Signature 

Design Engineering	Construction Engineering	Contract Cost	Contingency	TOTAL
23,290	23,290	141,190	14,110	201,880

Item	Description	Units	Quantity	Unit Price	Amount
1	Locate Existing Utilities	LS	1	\$1,000.00	\$1,000.00
2	Mobilization, Demobilization & Cleanup	LS	1	\$13,000.00	\$13,000.00
3	Project Temporary Traffic Control	LS	1	\$18,000.00	\$18,000.00
4	Temporary Erosion Control	LS	1	\$2,500.00	\$2,500.00
5	Removal of Structure and Obstruction	LS	1	\$15,000.00	\$15,000.00
6	Planing Bituminous Pavement	SY	1000	\$5.00	\$5,000.00
7	Crushed Surfacing Top Course	TN	10	\$45.00	\$450.00
8	HMA Cl. 1/2" PG 64-22	TN	300	\$120.00	\$36,000.00
9	Adjust Catch Basin	EA	12	\$400.00	\$4,800.00
10	Adjust Manhole	EA	6	\$500.00	\$3,000.00
11	Adjust Valve or Meter Box	EA	4	\$400.00	\$1,600.00
12	Cement Conc. Traffic Curb and Gutter	LF	200	\$40.00	\$8,000.00
13	Cement Conc. Sidewalk Ramp	EA	10	\$2,000.00	\$20,000.00
14	Cement Conc. Sidewalk	SY	60	\$65.00	\$3,900.00
15	Crack Sealing	LF	740	\$3.50	\$2,590.00
16	Permanent Signing	LS	1	\$2,000.00	\$2,000.00
17	Plastic Stop Line	LF	45	\$30.00	\$1,350.00
18	Plastic Crosswalk Line	SF	200	\$15.00	\$3,000.00
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2016 Funding Application

for the Small City Preservation Program (SCPP)

Mail **ONE** signed application and required attachments to the TIB Office postmarked no later than **August 19, 2016**.
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 For assistance contact Chris Workman, TIB Project Engineer, at (360) 586-1153 or via email at ChrisW@tib.wa.gov

Agency Name <u>ILWACO</u>	Legislative District(s) <u>19</u>
Agency Contact <u>Holly Beller</u>	Congressional District(s) <u>3</u>
Email Address <u>clerk@ilwaco-wa.gov</u>	Click Here to find Legislative or Congressional District
Phone Number <u>(360) 642-3145</u>	

Application Instructions

- Include only hard surfaced city streets
- Break street into segments when there are significant changes in cross section or condition
- Sidewalk ramps within the project limits must be upgraded to current ADA standards
- Do not combine with or use SCPP project as match for federally funded project

Required Attachments

Include the following attachments with your application

- Street map with requested segments highlighted
- Segment worksheet(s) reviewed and signed by engineer licensed in Washington state

Include the following attachments if applicable

- Letter of commitment from funding partner(s)
- Written confirmation from county
- Written concurrence from WSDOT if project connects to or crosses a state highway

Select Project Type (select one)

- OVERLAY FULL DEPTH RECLAMATION (FDR)

Project Schedule

Enter target dates	Contract Award <u>Apr 2017</u>	Contract Completion <u>Nov 2017</u>
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Segment Summary

Segment information populates from Segment worksheets

Truck Route	Street Segment	State Hwy Impact	Engineering Cost	Contract with Contingency	Total Cost
None	Captain Robert Gray Drive Stringtown Road to Ortelius Drive	No	48,320	161,090	209,410
None	Scarboro Lane N Captain Robert Gray Drive to Captain	No	68,250	227,530	295,780
None	Ortelius Drive Scarboro Ln N to Scarboro Ln N	No	28,620	95,420	124,040
None	Scarboro Lane S Scarboro Ln N to Scarboro Ln N	No	20,950	69,850	90,800
TOTALS			\$166,140	\$553,890	\$720,030

Is the Work included in a County or WSDOT Contract?

No

Project Funding

Enter Requested Total TIB Funds \$684,028

Maximum TIB Ratio 95.0%

Table populates from Segment Worksheets

	Total Project	TIB Funds	Local Funds
Design Engineering	83,070	78,916	4,154
Construction Engineering	83,070	78,916	4,154
Construction Contract	553,890	526,195	27,695
TOTALS	720,030	684,028	36,002

Noneligible Engineering Engineering exceeding 30% of construction costs is not eligible for TIB reimbursement	<u>0</u>
Other Noneligible Costs Enter description in Cell B48	<u> </u>
TOTAL ELIGIBLE COST	<u>720,030</u>
TIB Matching Ratio Total TIB Funds/Total Eligible Cost	<u>95.0%</u>

Funding Partners

Enter funding sources and their commitment
Federal funds cannot be used as a funding partner

Source	Public or Private	Commitment	Amount
ILWACO	Public	Not committed	36,002
TOTAL			36,002
Local funds are correct			

Certification

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

_____ Agency Official Signature

_____ Date Signed

_____ Printed or Typed Name & Title

Street Segment Estimate for ILWACO

Enter Priority 1

Street Name Captain Robert Gray Drive

Termini Stringtown Road to Ortelius Drive

Truck Route None

Sidewalk Placement None

Connects to State Highway No

Sidewalk Condition _____

Length in Feet 1,960 feet

Curb Placement None

Pavement Width 20 feet

Enter # non-compliant ADA Ramps 0 ramps

Enter Utility Information

	Enter Age or None	Condition
WATER	45 years	Fair

	Enter Age or None	Condition
SEWER	45 years	Fair

Describe the proposed segment work below

Overlay the existing roadway, with grinding at intersections.

Engineer's Estimate

Registered Engineer
Signature

Design Engineering	Construction Engineering	Contract Cost	Contingency	TOTAL
24,160	24,160	146,450	14,640	209,410

Item	Description	Units	Quantity	Unit Price	Amount
1	SPCC Plan	LS	1	\$1,650.00	\$1,650.00
2	Mobilization, Cleanup, and Demobilization	LS	1	\$13,000.00	\$13,000.00
3	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00
4	Project Temporary Traffic Control	LS	1	\$18,000.00	\$18,000.00
5	Subgrade Repair Excavation Incl. Haul	CY	250	\$45.00	\$11,250.00
6	Crushed Surfacing Top Course	TN	550	\$45.00	\$24,750.00
7	Grinding Bituminous Pavement	SY	160	\$5.00	\$800.00
8	HMA Cl. 1/2" PG 64-22	TN	600	\$120.00	\$72,000.00
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Street Segment Estimate for ILWACO

Enter Priority 2

Street Name Scarboro Lane N

Termini Captain Robert Gray Drive to Captain Robert Gray Drive

Truck Route None Sidewalk Placement None
 Connects to State Highway No Sidewalk Condition _____
 Length in Feet 2,860 feet Curb Placement None
 Pavement Width 20 feet Enter # non-compliant ADA Ramps 0 ramps

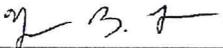
Enter Utility Information

	Enter Age or None	Condition
WATER	45 years	Fair

	Enter Age or None	Condition
SEWER	45 years	Fair

Describe the proposed segment work below
 Overlay the existing roadway, with grinding at intersections.

Engineer's Estimate

Registered Engineer Signature 

Design Engineering	Construction Engineering	Contract Cost	Contingency	TOTAL
34,125	34,125	206,850	20,680	295,780

Item	Description	Units	Quantity	Unit Price	Amount
1	SPCC Plan	LS	1	\$1,650.00	\$1,650.00
2	Mobilization, Cleanup, and Demobilization	LS	1	\$19,000.00	\$19,000.00
3	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00
4	Project Temporary Traffic Control	LS	1	\$25,000.00	\$25,000.00
5	Subgrade Repair Excavation Incl. Haul	CY	360	\$45.00	\$16,200.00
6	Crushed Surfacing Top Course	TN	800	\$45.00	\$36,000.00
7	Grinding Bituminous Pavement	SY	160	\$5.00	\$800.00
8	HMA Cl. 1/2" PG 64-22	TN	860	\$120.00	\$103,200.00
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Street Segment Estimate for ILWACO

Enter Priority 3

Street Name Ortelius Drive

Termini Scarboro Ln N to Scarboro Ln N

Truck Route None

Sidewalk Placement None

Connects to State Highway No

Sidewalk Condition _____

Length in Feet 950 feet

Curb Placement None

Pavement Width 20 feet

Enter # non-compliant ADA Ramps 0 ramps

Enter Utility Information

Enter Age or None	Condition
WATER 45 years	Fair

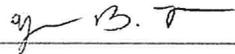
Enter Age or None	Condition
SEWER 45 years	Fair

Describe the proposed segment work below

Overlay the existing roadway, with grinding at intersections.

Engineer's Estimate

Registered Engineer
Signature



Design Engineering	Construction Engineering	Contract Cost	Contingency	TOTAL
14,310	14,310	86,750	8,670	124,040

Item	Description	Units	Quantity	Unit Price	Amount
1	SPCC Plan	LS	1	\$1,650.00	\$1,650.00
2	Mobilization, Cleanup, and Demobilization	LS	1	\$10,000.00	\$10,000.00
3	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00
4	Project Temporary Traffic Control	LS	1	\$15,000.00	\$15,000.00
5	Subgrade Repair Excavation Incl. Haul	CY	150	\$45.00	\$6,750.00
6	Crushed Surfacing Top Course	TN	270	\$45.00	\$12,150.00
7	Grinding Bituminous Pavement	SY	40	\$5.00	\$200.00
8	HMA Cl. 1/2" PG 64-22	TN	300	\$120.00	\$36,000.00
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Street Segment Estimate for ILWACO

Enter Priority 4

Street Name Scarboro Lane S

Termini Scarboro Ln N to Scarboro Ln N

Truck Route None Sidewalk Placement None
 Connects to State Highway No Sidewalk Condition _____
 Length in Feet 640 feet Curb Placement None
 Pavement Width 20 feet Enter # non-compliant ADA Ramps 0 ramps

Enter Utility Information

	Enter Age or None	Condition
WATER	45 years	Fair

	Enter Age or None	Condition
SEWER	45 years	Fair

Describe the proposed segment work below
 Overlay the existing roadway, with grinding at intersections.

Engineer's Estimate

Registered Engineer Signature *[Signature]*

Design Engineering	Construction Engineering	Contract Cost	Contingency	TOTAL
10,475	10,475	63,500	6,350	90,800

Item	Description	Units	Quantity	Unit Price	Amount
1	SPCC Plan	LS	1	\$1,650.00	\$1,650.00
2	Mobilization, Cleanup, and Demobilization	LS	1	\$10,000.00	\$10,000.00
3	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00
4	Project Temporary Traffic Control	LS	1	\$10,000.00	\$10,000.00
5	Subgrade Repair Excavation Incl. Haul	CY	100	\$45.00	\$4,500.00
6	Crushed Surfacing Top Course	TN	180	\$45.00	\$8,100.00
7	Grinding Bituminous Pavement	SY	50	\$5.00	\$250.00
8	HMA Cl. 1/2" PG 64-22	TN	200	\$120.00	\$24,000.00
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**CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item:08/08/16 Council Business Item:
- B. Issue/Topic: **Interlocal Agreement for Professional Services**
- C. Sponsor(s):
1. Cassinelli 2.
- D. Background (overview of why issue is before council):
The City of Ilwaco and the City of Long Beach desire to enter into an interlocal agreement for staff support services.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details):
1. The Interlocal was drafted by Heather Reynolds to allow for support staff to utilize each other for training and back up services. This agreement provides an outline for cost reimbursement, as well as indemnity against the parties.
2. This agreement is for a five year duration, unless otherwise terminated earlier.
- F. Impacts:
1. Fiscal:
2. Legal: This Interlocal has been reviewed 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:
1. **I move to authorize the mayor to execute the Interlocal Agreement for Financial Services with the City of Long Beach.**

**INTERLOCAL AGREEMENT
FINANCIAL SERVICES**

This Agreement, made and entered into this ____ day of _____, 2016, between the City of Ilwaco, a municipal corporation of the State of Washington, and the City of Long Beach, a municipal corporation of the State of Washington.

RECITALS

WHEREAS, by authority granted in RCW 39.34.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform, and

WHEREAS, Ilwaco and Long Beach desire to have the staff available to provide financial assistance when necessary, on an as-needed basis, if there is staff available, on the terms and conditions stated below. The city requesting services will be referred to herein as the "Requesting City" and the city providing the operator as the "Providing City"

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. OBLIGATIONS OF PROVIDING CITY

1. Provide assistance to Requesting City when it is deemed necessary, for training purposes.
2. The Providing City will provide worker's compensation and all the usual payroll taxes and deductions on behalf of its employee performing the services agreed herein.
3. Invoice the Requesting City monthly at the rate of 50.00 per hour for any work performed by the Providing City.

II. OBLIGATIONS OF REQUESTING CITY

1. Notify the Providing City at least one week in advance that a back-up operator is needed.
2. Provide all supplies needed, and provide all protocols and records necessary.
3. Pay the Providing City within 14 days of receipt of the invoice for services.

III. INDEMNITY

1. In providing the financial services stipulated herein, the staff is acting as an agent of Requesting City and shall follow the standard treatment procedure for that city. Each Requesting City shall indemnify, protect and hold harmless the Providing City, and the staff, from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such works, character

of materials used or manner of operation. In case any such suit or action is brought against city providing the staff for damages arising out of or by reason of any of the above causes the Requesting City will, upon notice or commencement of such action, defend the same at its cost and expense and satisfy any judgment given in such action that is adverse to the Providing City and/or the Employee.

2. Long Beach will hold Ilwaco harmless for all workers compensation claims, or employment related claims, of Long Beach employees. Ilwaco will hold Long Beach harmless for all workers compensation claims, or employment related claims, of Ilwaco employees.
3. Each city is solely responsible for the financial management of its entity and will hold the other city and staff harmless for any penalty imposed as a result of any financial or program audit.

IV. TERMINATION

This agreement is entered into on this _____ day of _____, 2016. It will terminate, if not sooner terminated by 60 days written notice from one party to the other, on December 31, 2021.

City of Ilwaco

City of Long Beach

Mayor



Mayor



Washington State Transportation Improvement Board

TIB Members

Commissioner Richard Stevens,
Chair
Grant County

Mayor Patty Lent, Vice Chair
City of Bremerton

Jim Albert
Office of Financial Management

Pasco Bakotich, P.E.
WSDOT

Wendy Clark-Getzin, P.E.
Clallam Transit

Gary Ekstedt, P.E.
Yakima County

Commissioner Terri Jeffreys
Mason County

Mayor Glenn Johnson
City of Pullman

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

Colleen Kuhn
Human Services Council

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Sultan

E. Susan Meyer
Spokane Transit Authority

Laura Philpot, P.E.
City of Maple Valley

David Ramsay
Feet First

Amy Scarton
WSDOT

Jay Weber
County Road Administration Board

Stevan E. Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

July 13, 2016

Ms. Holly Beller
City Clerk
City of Ilwaco
Post Office Box 548
Ilwaco, WA 98624-0548

Dear Ms. Beller:

Congratulations! We are pleased to announce the selection of your city for the Relight Washington Program. The program aims to reduce your streetlight operating costs while saving energy and renewing dated infrastructure. The city will benefit from lower rates after installation. The project will convert existing streetlights to energy efficient LED streetlights.

In order to receive reimbursement for streetlight conversion, you must:
Sign and return both copies of the Grant Distribution Agreement to TIB. TIB will return one executed agreement for your files.

State highway streetlight conversion
If you are converting streetlights along a state highway, use Type III fixtures.

How does city receive reimbursement?
The city will send in the final invoices along with an accounting history form that will be provided by your TIB engineer. When the project is completed, contact your TIB engineer.

If you have questions, please contact Chris Workman, TIB Project Engineer, at (360) 586-1153 or via e-mail at ChrisW@TIB.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Enclosure



City of Ilwaco
S-W-969(001)-1
LED Streetlight Conversion

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Ilwaco
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the City of Ilwaco, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Relight Washington, to provide for the conversion of standard streetlights to LED lighting ("Project") for eligible cities and towns to reduce municipal electrical costs, and

WHEREAS, the above-identified city/town is eligible to receive a Project grant and attests that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant,

NOW, THEREFORE, pursuant to chapter 47.26 RCW and chapter 479 WAC, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of Twenty Eight Thousand Eight Hundred AND NO/100 dollars (\$28,800) for the Project pursuant to terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. USE OF TIB GRANT FUNDS

TIB grant funds may come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than for highway or street Project improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

3. PROJECT AND BUDGET

The Project shall provide for the conversion of identified streetlights within RECIPIENT's city limits. The RECIPIENT agrees to enter into an agreement with or otherwise provide for a service provider to perform the actual conversion work. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its service provider's invoices for costs of the work. The Project and Budget may be amended by the Parties, pursuant to Section 7.



4. PROJECT DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Documentation to support all costs expended for the Project.
- b) Project Closeout Form.

5. BILLING AND PAYMENT

The RECIPIENT may submit progress payment requests to the TIB as necessary. If billable amounts are greater than \$50,000, RECIPIENT shall submit requests for payments on a quarterly basis. If progress payments are not regularly requested, reimbursements may be delayed or scheduled in a to be determined payment plan.

6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no cost to TIB, these records shall be provided when requested, including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 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.

7. INCREASE OR DECREASE IN TIB GRANT FUNDS

RECIPIENT may request an increase in the TIB grant funds for the Project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. An increase in grant funds shall be by amendment pursuant to Section 14. If an increase is denied, the recipient shall be solely liable for costs incurred in excess of the Agreement grant amount.

8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or modification thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed two years, unless extended by Agreement amendment pursuant to Section 14.

9. DEFAULT AND TERMINATION



9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details. An agreement to amend the Project must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its plan to correct or implement an amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold reimbursement payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project progress payments until the requested corrections have been made or if the Agreement is terminated.

9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such actions necessary as may be directed by TIB.
- b) In the event of default and/or termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION OR SUSPENSION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate or suspend this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for Project work performed or costs incurred prior to the effective date of termination.



10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the cost of the mediator.
- d) Each Party agrees to participate to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11 until and unless the Dispute Resolution process has been exhausted.

11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 Each Party, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, a Party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

12.2 Each Party agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

13. ASSIGNMENT



COMMUNITY NETWORK

~ Growing community wellness ~

Responsible Retailer Program Manual

Cannabis

Table of Contents

Overview & Intention	1
Incentives to Join.....	1
Participation in Coalition.....	1
Recommended Practices for Cannabis Retailers.....	2-9
Advertising.....	2
Compliance Checks.....	3
Vertical ID.....	5
Policy & Clerk Education.....	6
Samples.....	7
Giveaways, Coupons, & Merchandise.....	7
Child Resistant Packaging.....	7
Lockboxes.....	8
Resources for Customers.....	8
Resources for Retailers.....	10
References.....	11

Overview & Intention

The Responsible Retail Program (RRP) is a free, self-monitoring program that rewards retail licensees who take positive steps to prevent the sale and service of alcohol, cannabis, vapors and tobacco to minors and apparent intoxicated persons. All retailers are welcome to apply for RRP. This manual will define expectations of cannabis retailers.

*The mission of RRP is to support retailer compliance to ensure healthy youth development.
Together we are partners in community health.*

Incentives to Join

As partners in community health, RRP will do the following for its retail partners:

- Provide a certificate of membership that indicates you are a responsible retailer and an asset to this community.
- Report passed compliance checks in the local newspaper.
- RRP will work with retailers to provide information on any local trainings for its employees.

Recommended Practices for Cannabis Retailers

Advertising

Youth behavior is greatly influenced by advertising and media messages. When communities monitor advertising it sends a message to young people that underage use is not acceptable. In order to diminish impacts of advertising on youth perspective, RRP follows Washington State Code (WAC) 314-55-155.

All advertising must contain the following warnings:

- "This product has intoxicating effects and may be habit forming."
- "Marijuana can impair concentration, coordination, and judgment. Do not operate a vehicle or machinery under the influence of this drug."
- "There may be health risks associated with consumption of this product."; and
- "For use only by adults twenty-one and older. Keep out of the reach of children."

External Advertising

- Limiting, to two (2), the number of signs advertising cannabis, brand names and manufacturers that are visible from the outside of retail licensed premises.
- No advertising signs on public property indicating a cannabis retailer or indicating any sales campaign.
- The board limits each retail licensed premises to two (2) signs identifying the retail outlet by the licensee's business name or trade name that is affixed or hanging in the windows or on the outside of the premises that is visible to the general public from the public right of way. The size of the sign is limited to 1,600 square inches.
- No marijuana products may be visible from a public right away

Other Recommended Practices

- Please use social media with caution and be mindful not to appeal to, or solicit, viewers under the age of 21. If possible, restrict views to adults age 21 and older.¹

Compliance Checks

Selling responsibly should be the top priority for licensed businesses. Owners, managers and employees all have a role in keeping cannabis out of the hands of minors and those who may appear intoxicated.

Investigative Aides

Underage compliance checks are conducted using 18-21 year old men and women. They must not be deceptively mature, and they appear similar to others in their respective age group.

The easiest way to pass a compliance check is to check the ID of anyone appearing youthful. A common regulated industry standard is to check the ID of anyone that appears under 40 years of age, or all customers.

Checking Identification

The best practice for compliance is to always ask for ID, and have the customer take the ID out of the wallet and hand it to you.

Look first to the left of the picture and find out when the person will be 21. Be sure the ID is not expired, as expired IDs are not valid for proof of age. If the person is not old enough, stop, deny the sale and have your employee follow company policy.

After confirming the person is 21 or older, verify the picture to ensure the ID belongs to the person presenting it for proof of age.

¹ Washington State Liquor and Cannabis Board (2016), "Frequently Asked Questions About I-502 Advertising." Retrieved from http://www.liq.wa.gov/mj2015/faq_i502_advertising

When your employee sees a vertical ID, be very careful. The ID was issued when the person was under 21. When in doubt, it is best to refuse sale.

Businesses can choose which forms of acceptable IDs they will allow and many businesses develop policies about which kinds of ID can be accepted.

ID Requirements

Identification **MUST** be valid (not expired) and show:

- The bearer's date of birth,
- The bearer's signature (except US Military ID – see below)
- A photograph of bearer

Types of Acceptable ID

- Driver's License, Instruction Permit, or I.D. Card issued by any U.S. State, U.S. Territory and District of Columbia.
- Driver's License, Instruction Permit, or I.D. Card issued by any Canadian Province
- Valid Washington State Temporary Driver's License
- U.S. Armed Forces I.D. Card (encrypted signature acceptable)
- Merchant Marine I.D. Card issued by the U.S. Coast Guard
- Official Passport
- Washington State Tribal Enrollment Card (No expiration date required)

Penalties

Be sure to check ID and verify age at the point of sale, even if someone is checking ID upon entry into the business. Multiple people checking ID at different locations (ex: main entrance and counter) increases success rates for compliance.

If the counter clerk relies on the door person to check ID, and an illegal sale occurs, both employees are liable for the violation. The door person could be charged with allowing a minor to frequent, and the employee who made the sale could be charged with furnishing marijuana to the minor, which is classified as a felony criminal offense.

Remember that ultimately the licensee is responsible for the acts of their employees, and administrative penalties can also be assessed for non-compliance.

Youth access compliance in retail marijuana stores cannot be successful without your active interest in safe and responsible business practices. Please reach out to area law enforcement with any questions about checking IDs, acceptable forms of ID, or any general compliance related questions.²

Vertical ID

You may choose not to accept all IDs allowed under the law, including vertical IDs.³ The majority of local alcohol retail stores on the Long Beach peninsula have decided to not accept vertical IDs as a precautionary measure in preventing underage purchasing. In 2015, 9 out of 10 alcohol retailers on the Long Beach peninsula did not sell to minors during compliance checks. All those who passed did not accept vertical IDs.⁴

Policy & Clerk Education

Owners and Managers

There is no one in a better position to promote compliance than the owners and managers of a licensed business. You should regularly speak with employees about checking ID, refusing sales to patrons that are apparently under the influence, preventing disorderly conduct and other cannabis laws.

² Washington State Liquor and Cannabis Board (2015), "Selling Responsibly." Retrieved from <http://www.liq.wa.gov/enforcement/selling-responsibly>

³ Washington State Liquor and Cannabis Board (2014), "Washington's Responsible Alcohol Sales Training: Training Guide for the Responsible Vendor Program."

⁴ Info from Washington State Liquor Cannabis Board (2015).

It is imperative that you have written policies addressing your expectations. If you see an employee merely glancing at an ID or serving someone who looks under the influence, intervene and remind them of your expectations.

By consistently following state laws and your own policies, you can minimize liability to yourself, your employees and your customers.

Employees

Clerks/cashiers are the first line of defense when it comes to selling cannabis responsibly. They should be vigilant when checking ID, understand that they must refuse to sell someone cannabis if they are under 21, and know how to handle situations that could lead to harm, such as a fight between patrons.

Employees should understand state cannabis laws and their company's policies about cannabis sales. They can get a good overview during free **Responsible Retailer Sales classes** offered regularly by WSLCB enforcement officers. The classes cover topics such as checking ID and identifying the signs of intoxication for alcohol and cannabis.

Identifying Signs of Intoxication

If a customer is showing signs of being under the influence, RRP strongly recommends refusing to sell them cannabis. This will limit your businesses liability if an intoxicated individual who is sold to later is injured or harmed.

Sampling

In accordance with WAC 314-55-096, retailers may not provide free samples to customers.

Giveaways, Coupons, and Merchandise

In accordance with WAC 314-55-155, promotional items such as giveaways, coupons, and distribution of branded or unbranded merchandise are prohibited.

Child Resistant Packaging

Since 2013, there have been a significant increase in the number of pediatric marijuana exposures and poisonings. In 2015, there were 272 calls into the Washington Poison Center (WAPC) regarding exposures to marijuana products. Of those 272 exposures, 46% (126) were in pediatrics (<19 years old).⁵

With this in mind, RRP supports WAC 314-55-105(7) which states that marijuana-infused products and marijuana concentrates meant to be eaten, swallowed, or inhaled, must be packaged in child resistant packaging in accordance with Title 16 C.F.R. 1700 of the Poison Prevention Packaging Act.

All marijuana-infused product in solid or liquid form must be packaged in plastic four mil or greater in thickness and be heat sealed with no easy-open tab, dimple, corner, or flap as to make it difficult for a child to open and as a tamperproof measure. Marijuana-infused product in liquid form may also be sealed using a metal crown cork style bottle cap.

⁵ Washington Poison Center Toxic Trends Report (2015), “2015 Annual Cannabis Report.” Retrieved from <http://www.wapc.org/toxic-trends/marijuana-and-you/2015annualcannabisreport/>

Lockboxes

WellSpring RRP recommends retailers promote safe storage and use of lockboxes to their customers. Lockboxes are a simple way to secure marijuana and prescription drugs, which reduces access by youth and others who enter your home.

Lockboxes are available for purchase through many retailers including Amazon, Walmart, and LockMed.

Resources for Customers

One positive way to impact community health is to provide educational resources to customers. Here is some information you can offer your customers:

- **Practice lockbox safety:**
 - Keep marijuana up and away, and out of sight from curious children.
 - Pick a place your children cannot reach. Walk around your house and find a storage place too high for a child to reach or see.
 - Put marijuana away every time. Never leave it out on a kitchen counter or at a bedside, even if you anticipate using it again in a few hours. Always put every marijuana product and other medicine away every time you use it, including those you use every day.⁶

- **Talk to children about marijuana:** As with all prescriptions and marijuana products, customers should teach their children about prescription drug and marijuana safety. Tell children why parents must be the ones to handle it.

⁶ Adapted from Centers for Disease Control and Prevention (2016), "Put Your Medicines Up and Away and Out of Sight." Retrieved from <http://www.cdc.gov/features/medicationstorage/>

- **Tell guests about marijuana safety:** Customers should know to ask their houseguests and visitors to keep purses, bags, or coats that have marijuana products in them up and away and out of sight when they are in their home.
- **Babysitters & caregivers:** Tell babysitters and other caregivers not to bring unsecured substances into your house.
- **Ask other parents:** Ask other parents if they have marijuana products in their home before sending their child to play at a neighbor or classmate's house. If the answer is yes, make sure that all products are stored up and away and out of children's sight. Marijuana can be a safety item you normally discuss before sending your child to someone's home, much like seat belts, animals, or allergies.⁷

⁷ Children's Hospital Colorado (2016), "Marijuana Safety in the Home." Retrieved from <https://www.childrenscolorado.org/conditions-and-advice/marijuana-what-parents-need-to-know/safety/>

Resources for Retailers

- **WellSpring Community Network** (www.wellspringpacific.org): Information about the Responsible Retailer Program (RRP), resources for retailers and customers, and more.
- **Washington State Liquor and Cannabis Board** (www.liq.wa.gov): Marijuana laws and licensing, clerk education, and more.
- **Washington Poison Center** (www.wacp.org): Toxic trends and reports, warning symbol for edible marijuana, and more.
- **Start Talking Now** (www.starttalkingnow.org): Resources for parents and community members, facts about the laws, and more.
- **Learn About Marijuana WA** (www.learnaboutmarijuanawa.org): Factsheets, info for parents and teens, and more.
- **Washington Recovery Help Line** (www.warecoveryhelpline.org): 24-Hour Help for substance abuse, problem gambling, and mental health. Visit website or call 866-789-1511.

References

Washington State Legislature (2016), Chapter 314-55 WAC “Marijuana Licenses, Application Process, Requirements, and Reporting.” Retrieved from <http://apps.leg.wa.gov/wac/default.aspx?cite=314-55>

Washington State Liquor and Cannabis Board (2016), “Frequently Asked Questions About I-502 Advertising.” Retrieved from http://www.liq.wa.gov/mj2015/faq_i502_advertising

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Children’s Hospital Colorado (2016), “Marijuana Safety in the Home.” Retrieved from <https://www.childrenscolorado.org/conditions-and-advice/marijuana-what-parents-need-to-know/safety/>