



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

6:00 p.m. REGULAR COUNCIL MEETING

AGENDA

- A. Call to order**
- B. Flag Salute**
- C. Roll Call**
- D. Approval of Agenda**

E. Consent Agenda

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

- 1. Approval of Minutes (TAB 1)
 - a. August 8, 2016 Regular Meeting
- 2. Claims & Vouchers (TAB 2)
 - a. Checks: 39191 to 39193 + electronic payments \$17,041.85
 - b. Checks: 39194 to 39234 \$34,388.81
 - GRAND TOTAL: \$51,430.66

F. Reports

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

G. Comments of Citizens and Guests Present

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

H. Public Hearing

I. Business

1. **TIB Grant Relight Washington** (TAB 4) – *Cassinelli*

J. Discussion

1. **Interlocal Agreement for Building Inspector Services** (TAB 9) - *Cassinelli*

K. Correspondence and Written Reports

L. Future Discussion/Agendas

1. Charter Franchise Agreement Renewal
2. Shoreline Master Program Update
3. Update to Critical Areas Ordinance
4. Comprehensive Plan Amendment
5. Neighborhood Preservation Ordinance
6. Ordinance Amending Title 8 – Health and Safety

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	08/29/16 09/12/16	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	09/14/16	6:00 p.m.	Fire Hall



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, August 8, 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 Karnofski, Marshall, Chambreau, Forner and Mayor Cassinelli.
Absent Councilmember Jensen.

D. Approval of Agenda

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

E. Approval of Consent Agenda

1. Including Checks 39150 to 39156 + Electronic totaling \$26,949.66, Checks: 39157 to 39190 totaling \$66,834.30 for a grand total of \$93,783.96.
ACTION: Motion to approve the consent agenda as written. (Chambreau/Forner) 4 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

i. City Planner

Sam Rubin reported that the Variance Request for Tynkila was approved at the last meeting, a CUP for Freedom Market will be on the 9/12/16 agenda, and another CUP for Short Term Vacation Rental in the R1 zone has been submitted and is being reviewed for the Determination of Completeness.

ii. Police Chief

A written report was included in the agenda packet.

iii. Deputy City Clerk

Citizen Ethel Smith wanted to thank the city for encouraging her neighbor to clean up their property, the smell is gone and she is very happy.

iv. City Treasurer

New Treasurer Karen Varshock is looking into attending an AWC workshop in Leavenworth at the end of the month regarding the budget process.

v. Parks & Recreation Commission

Councilmember Karnofski reported that commission chair Nick Haldeman received good press regarding the trails at Black Lake and the vision of Parks and Recreation commission for the future of Ilwaco.

2. Council Reports

- i.** Councilmember Karnofski will give a presentation on the WellSpring Responsible Retailer Program. WellSpring, Parks and Rec, and Peninsula Poverty Response is moving full speed ahead with the PPR Triathlon in Ilwaco on September 17, 2016. About 30 people are already registered!
- ii.** Councilmember Marshall encouraged the treasurer to utilize Toni Nelson with MRSC for information as she is a great resource for the city.
- iii.** Councilmember Forner announced that this year is the 129th Birthday of the Ilwaco Hook and Ladder Association which was the catalyst of the Ilwaco Volunteer Fire Department and one of the oldest non-profit associations in the State of Washington. The department is also working with PPR and first responder agencies to formulate an incident/action plan for the event.

3. Mayor's Report

- i.** Mayor Cassinelli reported that there had been a safety accident at the Water Treatment Plant. L&I will be investigating and reporting on it in the near future.

G. Comments of Citizens and Guests Present

1. None

H. Presentation – Responsible Retailer Program

1. WellSpring offers the Responsible Retailer Program to assist retailers of cigarettes, alcohol, and cannabis products with enhanced knowledge of state and local laws related to sales to minors. The program reviews current law, expected changes to law, and some additional suggestions to encourage responsible sales. The program is completely voluntary, but can be utilized by the retailer as another measure of responsible sales and therefore increase revenue from responsible consumers. Freedom Market 420 has already committed to take part in the program. Additional materials are available at City Hall.

I. Business

1. iFocus Consulting Contract Renewal

ACTION: Motion to approve the Mayor to execute the 2016 iFocus Consulting Agreement for Network Administration. (Karnofski/Marshall) 4 Ayes 0 Nay 0 Abstain.

2. Short Term Vacation Rentals

ACTION: Motion to approve the language of the short term vacation rentals with edits and for the planner to submit notice to Department of Commerce by 8/12/16. (Karnofski/Forner) 4 Ayes 0 Nays 0 Abstain

3. **Transportation Improvement Board (TIB) Grant Applications**
ACTION: Motion 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. (Chambreau/Forner) 4 Ayes 0 Nay 0 Abstain.
4. **Interlocal Agreement for Professional Services**
ACTION: Motion to authorize the mayor to execute the Interlocal Agreement for Financial Services with the City of Long Beach. (Forner/Karnofski) 4 Ayes 0 Nays 0 Abstain

J. Discussion

1. **Short Term Vacation Rentals**
 City Planner, Sam Rubin presented the latest revisions to the Short Term Vacation Rental Ordinance. Councilmember Marshall offered replacement verbiage for Section 15.41.050, Subsection B. Sam also had a small edit to remove Subsection E from Section 15.41.030 due to redundancy. The Public Hearing has already been held, once this language is approved by council it can be moved forward for Commerce and SEPA reviews.
ACTION: Move to business at this meeting. (Marshall/Karnofski) 4 Ayes 0 Nays 0 Abstain.
2. **Transportation Improvement Board (TIB) Grant Applications**
 Councilmember Forner prefers to see further improvement of the sidewalks on Lake Street rather than the overlay, however TIB chose the Late Street overlay for this grant cycle.
ACTION: Move to business at this meeting. (Chambreau/Forner) 4 Ayes 0 Nays 0 Abstain.
3. **Interlocal Agreement for Professional Services**
ACTION: Move to business at this meeting. (Forner/Chambreau) 4 Ayes 0 Nays 0 Abstain.
4. **TIB Grant Relight Washington**
 Council would like to know the location of the three streetlights that are owned by the city and being upgraded through this grant.
ACTION: Move to business at next meeting.

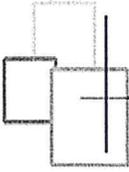
K. Future Discussion/Agendas

1. Charter Franchise Agreement Renewal - *Cassinelli*
2. Interlocal Agreement for Building Inspector Services - *Cassinelli*
3. Shoreline Master Program Update - *Cassinelli*
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*

L. Motion to adjourn the meeting (Chambreau) Mayor Cassinelli adjourned the meeting at 6:49 p.m.

Mike Cassinelli, Mayor

Holly Beller, Deputy City Clerk



Register

Number	Name	Fiscal Description	Amount
<u>39191</u>	Brooks, Brian	2016 - August - Second Meeting	\$1,153.27
<u>39192</u>	Fero, Jimmie W	2016 - August - Second Meeting	\$1,181.04
<u>39193</u>	AFLAC Remittance Processing	2016 - August - Second Meeting	\$383.76
Beller, Holly Celeste	ACH Pay - 1950	2016 - August - Second Meeting	\$1,451.81
Benson, Austin	ACH Pay - 1951	2016 - August - Second Meeting	\$1,216.46
Budd, William	ACH Pay - 1953	2016 - August - Second Meeting	\$1,140.65
Gray, Richard Roy	ACH Pay - 1955	2016 - August - Second Meeting	\$2,324.33
Mc Kee, David A	ACH Pay - 1956	2016 - August - Second Meeting	\$1,811.28
Staples, Terri P	ACH Pay - 1957	2016 - August - Second Meeting	\$607.48
Varshock, Karen	ACH Pay - 1958	2016 - August - Second Meeting	\$1,552.08
<u>EFT 8/19/16</u>	U.S. Treasury Department	2016 - August - Second Meeting	\$4,219.69
			\$17,041.85

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.

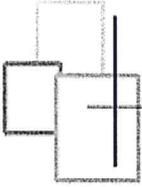
Treasurer

39191 through 39193 and electronic payments totalling \$17,041.85 are approved this 19th day of August, 2016.

Council member

Council member

Council member



Register

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

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>39194</u>	Backflow By The Best	8/19/2016	\$2,350.00
<u>39195</u>	Baileys Saw Shop Inc.	8/19/2016	\$93.10
<u>39196</u>	Beach Batteries, Inc	8/19/2016	\$108.85
<u>39197</u>	Brims's Farm & Garden	8/19/2016	\$400.00
<u>39198</u>	Calvert Technical Services, Inc.	8/19/2016	\$1,780.80
<u>39199</u>	Charter Communications	8/19/2016	\$89.98
<u>39200</u>	Chinook Observer	8/19/2016	\$70.16
<u>39201</u>	Cole-Parmer	8/19/2016	\$39.57
<u>39202</u>	Consolidated Supply Co.	8/19/2016	\$234.17
<u>39203</u>	Dept of Labor & Industries	8/19/2016	\$1,125.00
<u>39204</u>	Discovery Benefits	8/19/2016	\$16.50
<u>39205</u>	Englund Marine Supply Inc	8/19/2016	\$540.10
<u>39206</u>	Evergreen Septic Service	8/19/2016	\$165.00
<u>39207</u>	Fastenal Company	8/19/2016	\$13.14
<u>39208</u>	Ferguson Enterprises, Inc.	8/19/2016	\$18.25
<u>39209</u>	Hach Company	8/19/2016	\$310.60
<u>39210</u>	Hart Radiator Service	8/19/2016	\$2,995.38
<u>39211</u>	IFOCUS Consulting Inc.	8/19/2016	\$951.25
<u>39212</u>	John Deere Financial	8/19/2016	\$1,082.23
<u>39213</u>	Kubwater Resources Inc.	8/19/2016	\$1,376.21
<u>39214</u>	Long Beach Commercial Security	8/19/2016	\$5.98
<u>39215</u>	MLO Media c/o Brian Katz	8/19/2016	\$125.00
<u>39216</u>	Northstar Chemical, Inc.	8/19/2016	\$1,645.20
<u>39217</u>	Paul Conway Shields	8/19/2016	\$1,408.23
<u>39218</u>	Peninsula Sanitation Service, Inc.	8/19/2016	\$377.60
<u>39219</u>	Pitney Bowes	8/19/2016	\$368.73
<u>39220</u>	Port of Ilwaco	8/19/2016	\$3,180.72
<u>39221</u>	Progressive Business Publications	8/19/2016	\$295.00
<u>39222</u>	Pumptech, Inc	8/19/2016	\$606.33
<u>39223</u>	Ryan Herco Flow Solutions	8/19/2016	\$1,176.61
<u>39224</u>	Sid's IGA	8/19/2016	\$6.80
<u>39225</u>	Solutions Yes	8/19/2016	\$56.50
<u>39226</u>	Sunset Auto Parts Inc.	8/19/2016	\$33.37
<u>39227</u>	The Watershed Company	8/19/2016	\$1,305.00

<u>39228</u>	Viking Technologies Inc	8/19/2016	\$3,421.50
<u>39229</u>	Visa	8/19/2016	\$234.55
<u>39230</u>	Vision Municipal Solutions, Llc	8/19/2016	\$430.34
<u>39231</u>	WA State Department of Health	8/19/2016	\$87.00
<u>39232</u>	WA State Dept. of Ecology	8/19/2016	\$1,662.40
<u>39233</u>	Wadsworth Electric	8/19/2016	\$4,125.74
<u>39234</u>	Wilcox & Flegel Oil Co.	8/19/2016	\$75.92
		Total Check	\$34,388.81
		Total 8023281	\$34,388.81
		Grand Total	\$34,388.81

Note: Checks were printed and dated August 19, 2016 for review and approval by Council Monday, August 22, 2016.

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.

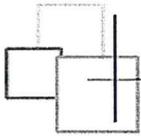
Treasurer

39194 through 39234 totalling \$34,388.81 are approved this 22nd day of August, 2016.

Council member

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Backflow By The Best					
	39194			2016 - August - Second Meeting	
		Invoice - 8/17/2016 10:35:52 PM			
			2350		
			409-000-000-535-00-41-05	Professional Services	\$2,350.00
				For service dates 8/1-8/12/2016	
		Total Invoice - 8/17/2016 10:35:52 PM			\$2,350.00
	Total 39194				\$2,350.00
Total Backflow By The Best					\$2,350.00
Baileys Saw Shop Inc.					
	39195			2016 - August - Second Meeting	
		Invoice - 8/12/2016 5:25:34 PM			
			001-000-000-522-50-48-00	Repair & Maintenance	\$27.00
				Inv 01041959	
			001-000-000-576-80-48-00	Repairs & Maintenance	\$66.10
				Inv 01041965	
		Total Invoice - 8/12/2016 5:25:34 PM			\$93.10
	Total 39195				\$93.10
Total Baileys Saw Shop Inc.					\$93.10
Beach Batteries, Inc					
	39196			2016 - August - Second Meeting	
		Invoice - 8/9/2016 5:56:32 PM			
			38590		
			001-000-000-576-80-48-00	Repairs & Maintenance	\$21.77
			101-000-000-543-30-30-00	Office And Operating	\$21.77
			401-000-000-534-00-31-00	Operation & Maintenance	\$21.77
			408-000-000-531-38-31-01	Operations & Maintenance	\$21.77
			409-000-000-535-00-31-01	Operations And Maintenance	\$21.77
		Total Invoice - 8/9/2016 5:56:32 PM			\$108.85
	Total 39196				\$108.85
Total Beach Batteries, Inc					\$108.85
Brims's Farm & Garden					
	39197			2016 - August - Second Meeting	
		Invoice - 8/17/2016 10:27:50 PM			
			2600		
			409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$400.00
				Fencing - Gates x 2	
		Total Invoice - 8/17/2016 10:27:50 PM			\$400.00
	Total 39197				\$400.00
Total Brims's Farm & Garden					\$400.00

Vendor	Number	Reference	Account Number	Description	Amount
Calvert Technical Services, Inc.	39198			2016 - August - Second Meeting	
		Invoice - 8/17/2016 10:01:55 PM			
		Inv 4651			
			409-000-000-594-35-63-01	Engineering - Collection	\$707.40
		Total Invoice - 8/17/2016 10:01:55 PM			\$707.40
		Invoice - 8/17/2016 10:07:20 PM			
		Inv 4652			
			409-000-000-594-35-63-01	Engineering - Collection	\$1,073.40
		Total Invoice - 8/17/2016 10:07:20 PM			\$1,073.40
	Total 39198				\$1,780.80
Total Calvert Technical Services, Inc.					\$1,780.80
Charter Communications	39199			2016 - August - Second Meeting	
		Invoice - 8/12/2016 10:16:42 PM			
		Serv 7/25-8/24/16			
			001-000-000-514-20-42-00	Communication	\$18.00
				Internet service	
			001-000-000-576-80-31-00	Office & Operating Supplies	\$14.40
				Internet service	
			101-000-000-543-30-30-00	Office And Operating	\$14.40
				Internet service	
			401-000-000-534-00-42-00	Communications	\$14.40
				Internet service	
			408-000-000-531-38-31-01	Operations & Maintenance	\$14.40
				Internet service	
			409-000-000-535-00-42-00	Communications	\$14.38
				Internet service	
		Total Invoice - 8/12/2016 10:16:42 PM			\$89.98
	Total 39199				\$89.98
Total Charter Communications					\$89.98
Chinook Observer	39200			2016 - August - Second Meeting	
		Invoice - 8/12/2016 6:30:59 PM			
		SP2136			
			001-000-000-511-30-44-00	Official Publications	\$43.85
				Ad 221-16	
		Total Invoice - 8/12/2016 6:30:59 PM			\$43.85
		Invoice - 8/9/2016 6:40:55 PM			
		SP2133			
			001-000-000-511-30-44-00	Official Publications	\$26.31
				Ord #863	
		Total Invoice - 8/9/2016 6:40:55 PM			\$26.31
	Total 39200				\$70.16
Total Chinook Observer					\$70.16

Vendor	Number	Reference	Account Number	Description	Amount
Cole-Parmer					
	39201			2016 - August - Second Meeting	
		Invoice - 8/12/2016 10:11:59 PM			
		9690545			
		401-000-000-534-00-31-00		Operation & Maintenance	\$39.57
				Replace hydrometer	
		Total Invoice - 8/12/2016 10:11:59 PM			\$39.57
	Total 39201				\$39.57
Total Cole-Parmer					\$39.57
Consolidated Supply Co.					
	39202			2016 - August - Second Meeting	
		Invoice - 8/12/2016 10:08:35 PM			
		S7864008.001			
		401-000-000-534-00-31-00		Operation & Maintenance	\$234.17
				Fitting	
		Total Invoice - 8/12/2016 10:08:35 PM			\$234.17
	Total 39202				\$234.17
Total Consolidated Supply Co.					\$234.17
Dept of Labor & Industries					
	39203			2016 - August - Second Meeting	
		Invoice - 8/12/2016 10:54:11 PM			
		317938799			
		001-000-000-522-10-40-00		Safety	\$195.00
				L&I Cit #317939799	
		101-000-000-542-30-40-00		Safety	\$195.00
				L&I Cit #317939799	
		401-000-000-534-00-40-00		Safety	\$195.00
				L&I Cit #317939799	
		408-000-000-531-38-31-01		Operations & Maintenance	\$195.00
				L&I Cit #317939799	
		409-000-000-535-00-40-00		Safety	\$195.00
				L&I Cit #317939799	
		Total Invoice - 8/12/2016 10:54:11 PM			\$975.00
		Invoice - 8/12/2016 10:58:30 PM			
		317939272			
		001-000-000-522-10-40-00		Safety	\$150.00
				I&I Cit #317939272	
		Total Invoice - 8/12/2016 10:58:30 PM			\$150.00
	Total 39203				\$1,125.00
Total Dept of Labor & Industries					\$1,125.00

Vendor	Number	Reference	Account Number	Description	Amount
Discovery Benefits					
	39204			2016 - August - Second Meeting	
		Invoice - 8/12/2016 6:34:06 PM			
			Inv 668237-IN		
			001-000-000-514-20-20-00	Personnel Benefits	\$1.00
			001-000-000-522-10-20-00	Personnel Benefits	\$1.00
			001-000-000-576-80-20-00	Parks Benefits	\$1.00
			101-000-000-542-30-20-00	Benefits	\$1.00
			401-000-000-534-00-20-00	Benefits	\$1.00
			408-000-000-531-38-20-00	Benefits	\$0.00
			409-000-000-535-00-20-00	Employee Benefits	\$1.00
		Total Invoice - 8/12/2016 6:34:06 PM			\$6.00
		Invoice - 8/12/2016 6:58:03 PM			
			Inv 651146-IN		
			001-000-000-514-20-20-00	Personnel Benefits	\$1.50
			001-000-000-522-10-20-00	Personnel Benefits	\$1.50
			001-000-000-576-80-20-00	Parks Benefits	\$1.50
			101-000-000-542-30-20-00	Benefits	\$1.50
			401-000-000-534-00-20-00	Benefits	\$1.50
			408-000-000-531-38-20-00	Benefits	\$1.50
			409-000-000-535-00-20-00	Employee Benefits	\$1.50
		Total Invoice - 8/12/2016 6:58:03 PM			\$10.50
	Total 39204				\$16.50
Total Discovery Benefits					\$16.50
Englund Marine Supply Inc					
	39205			2016 - August - Second Meeting	
		Invoice - 8/12/2016 9:04:29 PM			
			257673/2		
			001-000-000-522-10-40-00	Safety	\$229.61
				Safety Equipment	
		Total Invoice - 8/12/2016 9:04:29 PM			\$229.61
		Invoice - 8/12/2016 9:10:53 PM			
			257113/2		
			001-000-000-576-80-49-00	Miscellaneous	\$82.52
				Emp boots	
		Total Invoice - 8/12/2016 9:10:53 PM			\$82.52
		Invoice - 8/12/2016 9:14:48 PM			
			257330/2		
			001-000-000-576-80-49-00	Miscellaneous	\$227.97
				Employee HiVis Gear	
		Total Invoice - 8/12/2016 9:14:48 PM			\$227.97
	Total 39205				\$540.10
Total Englund Marine Supply Inc					\$540.10

Vendor	Number	Reference	Account Number	Description	Amount
Evergreen Septic Service	39206			2016 - August - Second Meeting	
		Invoice - 8/12/2016 4:44:17 PM			
		19632			
		001-000-000-576-80-48-00		Repairs & Maintenance	\$165.00
		Total Invoice - 8/12/2016 4:44:17 PM			\$165.00
	Total 39206				\$165.00
Total Evergreen Septic Service					\$165.00
Fastenal Company	39207			2016 - August - Second Meeting	
		Invoice - 8/12/2016 5:53:32 PM			
		ORAST42127			
		401-000-000-534-00-40-00		Safety	\$13.14
				Eye wash	
		Total Invoice - 8/12/2016 5:53:32 PM			\$13.14
	Total 39207				\$13.14
Total Fastenal Company					\$13.14
Ferguson Enterprises, Inc.	39208			2016 - August - Second Meeting	
		Invoice - 8/12/2016 6:04:01 PM			
		4484532			
		401-000-000-534-00-31-00		Operation & Maintenance	\$18.25
				Pipe parts	
		Total Invoice - 8/12/2016 6:04:01 PM			\$18.25
	Total 39208				\$18.25
Total Ferguson Enterprises, Inc.					\$18.25
Hach Company	39209			2016 - August - Second Meeting	
		Invoice - 8/12/2016 5:42:25 PM			
		Acct 114063			
		401-000-000-534-00-31-01		Chemicals	\$47.19
				Inv 10042279	
		Total Invoice - 8/12/2016 5:42:25 PM			\$47.19
		Invoice - 8/12/2016 5:49:10 PM			
		Acct 114063			
		401-000-000-534-00-31-00		Operation & Maintenance	\$263.41
				Inv 10045565	
		Total Invoice - 8/12/2016 5:49:10 PM			\$263.41
	Total 39209				\$310.60
Total Hach Company					\$310.60

Vendor	Number	Reference	Account Number	Description	Amount
Hart Radiator Service	39210			2016 - August - Second Meeting	
		Invoice - 8/17/2016 10:22:28 PM			
		Inv 102403			
		409-000-000-535-00-48-01		Repairs And Maintenance	\$2,995.38
				PO 100675 Genset Radiator	
		Total Invoice - 8/17/2016 10:22:28 PM			\$2,995.38
	Total 39210				\$2,995.38
Total Hart Radiator Service					\$2,995.38
IFOCUS Consulting Inc.	39211			2016 - August - Second Meeting	
		Invoice - 8/12/2016 7:25:22 PM			
		10021			
		001-000-000-514-20-41-00		Professional Services	\$134.00
				July Network Supp	
		401-000-000-534-00-41-04		Professional Services -	\$133.00
				July Network Supp	
		409-000-000-535-00-41-02		Professional Services -	\$133.00
				July Network Supp	
		Total Invoice - 8/12/2016 7:25:22 PM			\$400.00
		Invoice - 8/12/2016 7:31:58 PM			
		10005			
		001-000-000-514-20-41-00		Professional Services	\$35.00
				July Exch Supp	
		401-000-000-534-00-41-04		Professional Services -	\$35.00
				July Exch Supp	
		409-000-000-535-00-41-02		Professional Services -	\$35.00
				July Exch Supp	
		Total Invoice - 8/12/2016 7:31:58 PM			\$105.00
		Invoice - 8/12/2016 7:33:46 PM			
		10038			
		001-000-000-514-20-41-00		Professional Services	\$446.25
				Onsite Support	
		Total Invoice - 8/12/2016 7:33:46 PM			\$446.25
	Total 39211				\$951.25
Total IFOCUS Consulting Inc.					\$951.25
John Deere Financial	39212			2016 - August - Second Meeting	
		Invoice - 8/12/2016 5:40:05 PM			
		510000815796			
		001-000-000-591-48-71-01		John Deer Mower 8157-96 -	\$1,000.00
				JD 5603	
		001-000-000-592-48-83-00		John Deer Mower 8157-96 -	\$82.23
				JD 5603	
		Total Invoice - 8/12/2016 5:40:05 PM			\$1,082.23
	Total 39212				\$1,082.23
Total John Deere Financial					\$1,082.23

Vendor	Number	Reference	Account Number	Description	Amount
Kubwater Resources Inc.					
	39213			2016 - August - Second Meeting	
		Invoice - 8/12/2016 5:19:50 PM			
			Inv 05950		
			409-000-000-535-00-31-02	Chemicals	\$1,376.21
				PO #100682	
		Total Invoice - 8/12/2016 5:19:50 PM			\$1,376.21
	Total 39213				\$1,376.21
Total Kubwater Resources Inc.					\$1,376.21
Long Beach Commercial Security					
	39214			2016 - August - Second Meeting	
		Invoice - 8/12/2016 10:05:48 PM			
			6089		
			001-000-000-576-80-31-00	Office & Operating Supplies	\$5.98
		Total Invoice - 8/12/2016 10:05:48 PM			\$5.98
	Total 39214				\$5.98
Total Long Beach Commercial Security					\$5.98
MLO Media c/o Brian Katz					
	39215			2016 - August - Second Meeting	
		Invoice - 8/17/2016 8:58:25 PM			
			Refund for City of Ilwaco Busi Lic Error		
			001-000-000-321-99-00-00	Other Business Licenses and	\$125.00
				Refund 6/12/16 Bus Lic Error	
		Total Invoice - 8/17/2016 8:58:25 PM			\$125.00
	Total 39215				\$125.00
Total MLO Media c/o Brian Katz					\$125.00
Northstar Chemical, Inc.					
	39216			2016 - August - Second Meeting	
		Invoice - 8/12/2016 5:55:30 PM			
			PO#100680		
			401-000-000-534-00-31-01	Chemicals	\$861.20
				Inv 89686	
		Total Invoice - 8/12/2016 5:55:30 PM			\$861.20
		Invoice - 8/12/2016 8:22:39 PM			
			89224		
			401-000-000-534-00-31-01	Chemicals	\$784.00
				PO #100678	
		Total Invoice - 8/12/2016 8:22:39 PM			\$784.00
	Total 39216				\$1,645.20
Total Northstar Chemical, Inc.					\$1,645.20

Vendor	Number	Reference	Account Number	Description	Amount
Paul Conway Shields					
	39217			2016 - August - Second Meeting	
		Invoice - 8/17/2016 10:52:25 PM			
			0388722-IN		
			001-000-000-522-10-40-00	Safety	\$1,408.23
				Fire helmet shields	
		Total Invoice - 8/17/2016 10:52:25 PM			\$1,408.23
	Total 39217				\$1,408.23
Total Paul Conway Shields					\$1,408.23
Peninsula Sanitation Service, Inc.					
	39218			2016 - August - Second Meeting	
		Invoice - 8/12/2016 8:23:40 PM			
			Acct 5586 & 3017		
			001-000-000-514-20-47-01	Garbage Bills	\$331.09
				Inv 290595	
			409-000-000-535-00-47-04	Garbage Services	\$46.51
				Inv 290651	
		Total Invoice - 8/12/2016 8:23:40 PM			\$377.60
	Total 39218				\$377.60
Total Peninsula Sanitation Service, Inc.					\$377.60
Pitney Bowes					
	39219			2016 - August - Second Meeting	
		Invoice - 8/12/2016 8:31:45 PM			
			Inv 3301218502		
			001-000-000-514-20-45-00	Postage Meter Rental	\$368.73
				For 5/30-8/29/16	
		Total Invoice - 8/12/2016 8:31:45 PM			\$368.73
	Total 39219				\$368.73
Total Pitney Bowes					\$368.73
Port of Ilwaco					
	39220			2016 - August - Second Meeting	
		Invoice - 8/17/2016 9:15:54 PM			
			Refund 4/26/16 JARPA fee		
			001-000-000-322-90-00-01	Zoning Fees	\$250.00
				Refund Port of Ilwaco JARPA permit not needed	
		Total Invoice - 8/17/2016 9:15:54 PM			\$250.00
		Invoice - 8/17/2016 9:31:12 PM			
			I/Local Inv 102953		
			001-000-000-576-80-31-00	Office & Operating Supplies	\$806.40
				May 2016 Street Tree & Planter Maint	
			001-000-000-576-80-31-00	Office & Operating Supplies	\$299.70
				June 2016 Street Tree & Planter Maint	
			001-000-000-576-80-31-00	Office & Operating Supplies	\$603.75
				April 2016 Street Tree & Planter Maint	
			001-000-000-576-80-31-00	Office & Operating Supplies	\$148.22
				Mar 2016 Street Tree & Planter Maint	
			001-000-000-576-80-31-00	Office & Operating Supplies	\$67.44
				Feb 2016 Street Tree & Planter Maint	

Vendor	Number	Reference	Account Number	Description	Amount
				Total Invoice - 8/17/2016 9:31:12 PM	\$1,925.51
				Invoice - 8/17/2016 9:56:56 PM	
			I/Local Inv 102952		
			001-000-000-575-50-40-01	Community Bldg Other-Mntc June 2016 Lawn & garden maint	\$108.00
			001-000-000-575-50-40-01	Community Bldg Other-Mntc Dec 2015 Lawn & garden maint	\$107.90
			001-000-000-575-50-40-01	Community Bldg Other-Mntc Apr 2016 Lawn & garden maint	\$94.50
			001-000-000-575-50-40-01	Community Bldg Other-Mntc Feb 2016 Lawn & garden maint	\$361.47
			001-000-000-575-50-40-01	Community Bldg Other-Mntc Mar 2016 Lawn & garden maint	\$121.39
			001-000-000-575-50-40-01	Community Bldg Other-Mntc May 2016 Lawn & garden maint	\$211.95
				Total Invoice - 8/17/2016 9:56:56 PM	\$1,005.21
	Total 39220				\$3,180.72
Total Port of Ilwaco					\$3,180.72
Progressive Business Publications					
	39221			2016 - August - Second Meeting	
				Invoice - 8/17/2016 10:26:44 PM	
			Inv 06136560		
			401-000-000-534-00-40-00	Safety Sub for Supervisors Safety Bulletin	\$295.00
				Total Invoice - 8/17/2016 10:26:44 PM	\$295.00
	Total 39221				\$295.00
Total Progressive Business Publications					\$295.00
Pumptech, Inc					
	39222			2016 - August - Second Meeting	
				Invoice - 8/12/2016 5:57:45 PM	
			0108352-IN		
			401-000-000-534-00-31-00	Operation & Maintenance	\$302.23
				Total Invoice - 8/12/2016 5:57:45 PM	\$302.23
				Invoice - 8/12/2016 8:33:52 PM	
			401-000-000-534-00-31-00	Operation & Maintenance	\$304.10
				Total Invoice - 8/12/2016 8:33:52 PM	\$304.10
	Total 39222				\$606.33
Total Pumptech, Inc					\$606.33

Vendor	Number	Reference	Account Number	Description	Amount
Ryan Herco Flow Solutions	39223			2016 - August - Second Meeting	
		Invoice - 8/12/2016 8:35:09 PM			
		8455647			
		401-000-000-534-00-31-00		Operation & Maintenance	\$50.38
				PO #100676	
		Total Invoice - 8/12/2016 8:35:09 PM			\$50.38
		Invoice - 8/12/2016 8:36:28 PM			
		8455655			
		401-000-000-534-00-31-00		Operation & Maintenance	\$664.42
				PO #100676	
		Total Invoice - 8/12/2016 8:36:28 PM			\$664.42
		Invoice - 8/12/2016 8:37:07 PM			
		8443919			
		401-000-000-534-00-31-00		Operation & Maintenance	\$461.81
				PO #100671	
		Total Invoice - 8/12/2016 8:37:07 PM			\$461.81
	Total 39223				\$1,176.61
Total Ryan Herco Flow Solutions					\$1,176.61
Sid's IGA	39224			2016 - August - Second Meeting	
		Invoice - 8/12/2016 9:34:58 PM			
		9035			
		409-000-000-535-00-31-01		Operations And Maintenance	\$6.80
				H2O	
		Total Invoice - 8/12/2016 9:34:58 PM			\$6.80
	Total 39224				\$6.80
Total Sid's IGA					\$6.80
Solutions Yes	39225			2016 - August - Second Meeting	
		Invoice - 8/12/2016 7:38:28 PM			
		INV72035			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$14.13
		101-000-000-543-30-30-00		Office And Operating	\$14.13
		401-000-000-534-00-31-06		Office & Customer Service	\$14.12
		409-000-000-535-00-31-08		Office Supplies & Customer	\$14.12
		Total Invoice - 8/12/2016 7:38:28 PM			\$56.50
	Total 39225				\$56.50
Total Solutions Yes					\$56.50
Sunset Auto Parts Inc.	39226			2016 - August - Second Meeting	
		Invoice - 8/12/2016 8:20:48 PM			
		Inv 871085			
		001-000-000-572-50-48-00		Repairs & Maintenance	\$33.37
		Total Invoice - 8/12/2016 8:20:48 PM			\$33.37
	Total 39226				\$33.37
Total Sunset Auto Parts Inc.					\$33.37

Vendor	Number	Reference	Account Number	Description	Amount
The Watershed Company					
	39227			2016 - August - Second Meeting	
		Invoice - 8/12/2016 8:37:54 PM			
		2016-0847			
		001-000-000-576-80-34-02		DOE Shoreline Master	\$1,305.00
				Env Consult thru 073116	
		Total Invoice - 8/12/2016 8:37:54 PM			\$1,305.00
	Total 39227				\$1,305.00
Total The Watershed Company					\$1,305.00
Viking Technologies Inc					
	39228			2016 - August - Second Meeting	
		Invoice - 8/12/2016 6:07:11 PM			
		PO #100681			
		401-000-000-534-00-31-01		Chemicals	\$1,872.22
				Inv 3740	
		Total Invoice - 8/12/2016 6:07:11 PM			\$1,872.22
		Invoice - 8/12/2016 8:41:31 PM			
		Inv 3725			
		401-000-000-534-00-31-01		Chemicals	\$1,549.28
				PO #100663	
		Total Invoice - 8/12/2016 8:41:31 PM			\$1,549.28
	Total 39228				\$3,421.50
Total Viking Technologies Inc					\$3,421.50
Visa					
	39229			2016 - August - Second Meeting	
		Invoice - 8/12/2016 6:21:36 PM			
		4442 9455 0019 3028			
		001-000-000-511-60-49-00		Miscellaneous	\$5.27
		001-000-000-514-20-31-00		Office & Operating Supplies	\$6.15
		001-000-000-522-10-31-00		Office & Operating Supplies	\$6.14
		001-000-000-576-80-31-00		Office & Operating Supplies	\$6.14
		101-000-000-543-30-30-00		Office And Operating	\$6.14
		401-000-000-534-00-31-06		Office & Customer Service	\$6.14
		408-000-000-531-38-31-01		Operations & Maintenance	\$6.14
		409-000-000-535-00-31-08		Office Supplies & Customer	\$6.14
		Total Invoice - 8/12/2016 6:21:36 PM			\$48.26
		Invoice - 8/18/2016 9:29:46 AM			
		4442 9455 0018 7889			
		001-000-000-511-60-49-00		Miscellaneous	\$3.28
				Finance Chg	
		001-000-000-514-20-31-00		Office & Operating Supplies	\$44.80
		409-000-000-535-00-31-08		Office Supplies & Customer	\$138.21
				HP Toner	
		Total Invoice - 8/18/2016 9:29:46 AM			\$186.29
	Total 39229				\$234.55
Total Visa					\$234.55

Vendor	Number	Reference	Account Number	Description	Amount
Vision Municipal Solutions, Llc	39230			2016 - August - Second Meeting	
		Invoice - 8/12/2016 6:11:33 PM			
		3723			
		401-000-000-534-00-31-06		Office & Customer Service	\$165.17
				Statments	
		408-000-000-531-38-31-01		Operations & Maintenance	\$100.00
				Statments	
		409-000-000-535-00-31-08		Office Supplies & Customer	\$165.17
				Statments	
		Total Invoice - 8/12/2016 6:11:33 PM			\$430.34
	Total 39230				\$430.34
Total Vision Municipal Solutions, Llc					\$430.34
WA State Department of Health	39231			2016 - August - Second Meeting	
		Invoice - 8/9/2016 2:24:28 PM			
		Waterworks Exam Application			
		401-000-000-534-00-31-04		Annual Permit Fees	\$87.00
				for A. Benson	
		Total Invoice - 8/9/2016 2:24:28 PM			\$87.00
	Total 39231				\$87.00
Total WA State Department of Health					\$87.00
WA State Dept. of Ecology	39232			2016 - August - Second Meeting	
		Invoice - 8/12/2016 10:39:00 PM			
		2017-W0023159			
		409-000-000-535-00-31-05		Doe Annual Permit	\$1,112.40
				1st Half of Payment	
		Total Invoice - 8/12/2016 10:39:00 PM			\$1,112.40
		Invoice - 8/12/2016 10:42:07 PM			
		2017-WAG994209			
		001-000-000-576-80-31-00		Office & Operating Supplies	\$550.00
				Black Lake-Annual DOE Permit	
		Total Invoice - 8/12/2016 10:42:07 PM			\$550.00
	Total 39232				\$1,662.40
Total WA State Dept. of Ecology					\$1,662.40
Wadsworth Electric	39233			2016 - August - Second Meeting	
		Invoice - 8/12/2016 6:00:55 PM			
		Inv 409229			
		401-000-000-534-00-31-00		Operation & Maintenance	\$1,689.12
				WA5116-11 De-chlor	
		Total Invoice - 8/12/2016 6:00:55 PM			\$1,689.12
		Invoice - 8/12/2016 8:44:13 PM			
		402463			
		401-000-000-534-00-31-00		Operation & Maintenance	\$437.18
				WA5001-233 Parts only	
		Total Invoice - 8/12/2016 8:44:13 PM			\$437.18
		Invoice - 8/12/2016 8:50:36 PM			

Vendor	Number	Reference	Account Number	Description	Amount
			402461		
			401-000-000-534-00-31-00	Operation & Maintenance	\$64.34
				WA5116-22 Parts only	
			Total Invoice - 8/12/2016 8:50:36 PM		\$64.34
			Invoice - 8/12/2016 8:51:45 PM		
			402460		
			001-000-000-514-20-48-00	Repairs & Maintenance	\$1,935.10
				WA5116-12 Meter base only	
			Total Invoice - 8/12/2016 8:51:45 PM		\$1,935.10
	Total 39233				\$4,125.74
Total Wadsworth Electric					\$4,125.74
Wilcox & Flegel Oil Co.					
	39234			2016 - August - Second Meeting	
			Invoice - 8/12/2016 9:26:11 PM		
			CL31335		
			001-000-000-522-10-32-00	Gasoline	\$75.92
				Fire Truck	
			Total Invoice - 8/12/2016 9:26:11 PM		\$75.92
	Total 39234				\$75.92
Total Wilcox & Flegel Oil Co.					\$75.92
Grand Total		Vendor Count	41		\$34,388.81

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item:08/08/16 Council Business Item: 8/22/16

B. Issue/Topic: **TIB Grant Relight Washington**

C. Sponsor(s):

1. Gary Forner
- 2.

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

The Transportation Improvement Board (TIB) has selected Ilwaco as a recipient for a grant which aims to reduce our streetlight operating costs while saving energy and renewing dated infrastructure. This project converts existing streetlights to energy efficient LED street lights.

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

1. TIB has worked directly with PUD to determine the number of street lights needing conversion to LED lights. There are three street lights within the city of Ilwaco which will be converted.
2. The City will send in the invoices from PUD for full reimbursement through TIB.

F. Impacts:

1. Fiscal: None
2. Legal: This contract 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: **I move to authorize the mayor to submit grant applications to the Transportation Improvement Board for the Relight Washington Program to convert existing street lights to LED street lights.**



RECEIVED JUL 22 2016

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



The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

14. AMENDMENTS

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

15. INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties.

RECIPIENT

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name

Approved as to Form

By: SIGNATURE ON FILE

ANN E. SALAY

Senior Assistant Attorney General

NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General

Holly Beller

From: Kris Lawrence <Kris.Lawrence@propelinsurance.com>
Sent: Saturday, July 09, 2016 6:40 AM
To: Holly Beller
Cc: Kellie Hogan
Subject: FW: City of Ilwaco - Insurance Question
Attachments: 06-21-2016 Inspector services Interlocal.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Holly,

We can amend the policy to pick up the "building inspector". The language on the endorsement is listed below.

The MOU attached is not dated or signed, should you move forward with the MOU please send an executed copy and let us know if you wish us to amend the policy accordingly.

There is no cost.

Sincerely,

Kris Lawrence
Propel Insurance
253.310.4014 Direct
360.701.4519 Mobile
Unrelentingly Unconventional

From: Angela Eloff [mailto:AEloff@chooseclear.com]
Sent: Friday, July 08, 2016 5:59 PM
To: Kris Lawrence
Subject: City of Ilwaco - Insurance Question

Hi Kris,
Per my voice message, we are able to provide an endorsement extending coverage for the building inspector. Please see the language below that will be reflected on the endorsement.

Each of the following is an Insured to the extent set forth below:

Building Inspector, while doing work for you is a protected person, but only for covered injury or damage that results while acting within the scope of his/her duties and under the direction of the City of Ilwaco.

Please provide an effective date for the endorsement. Upon receipt of the effective date, I will process the endorsement.

Thank you and have a good weekend,
Angela

INTER-LOCAL AGREEMENT

FOR BUILDING INSPECTION SERVICES

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

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 desires Long Beach to provide a Building Inspector for all construction occurring in Ilwaco, and Long Beach is agreeable to providing that service and the terms and conditions stated below.

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

I. LONG BEACH OBLIGATIONS

1. Employ a qualified Building Inspector.
2. Provide for transportation, training, electronic and telephonic communication, and other overhead costs for the building inspector.
3. If the scale and/or complexity of a project in Ilwaco requires an additional or specialized inspector, then Long Beach shall contract or hire such an inspector, which will be a joint decision of Long Beach and Ilwaco.
4. Provide plan review services as needed.
5. Provide on-site inspections when required.
6. Meet with appropriate City of Ilwaco staff regarding questions Ilwaco may have on budgeting, expenditure of Ilwaco building department funds. Meet when required for coordination and administration with the Ilwaco City Planner and/or Ilwaco Fire Marshal. Meet, if the need should arise, with the Ilwaco City Council.
7. As the employing agency, Long Beach will provide worker's compensation and all the usual payroll taxes and deductions on behalf of its employees performing the services agreed herein.
8. The Building Inspector will ascertain that construction they are inspecting or reviewing in Ilwaco complies with all relevant local, state, federal and international building requirements.

9. The Building Inspector will file any reports required by the State pertaining to building code enforcement in Ilwaco.
10. The Building Inspector is not the Ilwaco Public Official responsible for nuisance violations under Ilwaco City Code.

II. ILWACO OBLIGATIONS

1. Designate the Long Beach building inspector as the Ilwaco building inspector.
2. Adopt by reference as part of the Ilwaco City Code the most current editions of the model codes listed below:
 - a. As approved and adopted by the state building code council, together with any amendments of additions, modifications thereto, or recodifications, and as concurrent with RCW 19.27.031.
 - i. International Building Code (IBC);
 - ii. International Residential Code (IRC);
 - iii. International Mechanical Code (IMC);
 - iv. International Fire Code (IFC);
 - v. Uniform Plumbing Code (UPC);
 - vi. Washington State Energy Code;
 - b. The following codes/regulations adopted independently from the State of Washington.
 - i. Washington State Barrier Fee Regulations;
 - ii. 2009 International Property Maintenance Code (IPMC);
 - iii. 1997 Uniform Code for the Abatement of Dangerous Buildings;
 - iv. 1997 Uniform Housing Code;
3. Maintain its fee schedule to be similar to other communities in Pacific County.
4. Pay Long Beach 50% of every building permit and plan review fee collected (less all required state payments) for any action in which the Building Inspector is involved.

5. Administer the permit program including: collection of fees and acceptance of applications, issuance of permits, notification of Long Beach of the need for inspection or review and notification to applicant of any additional fee due after plan review. Notice to Long Beach shall be in writing and include a copy of the application and permit.

III. INDEMNITY

1. In providing the building inspection services stipulated herein, the building inspector is acting as an agent of Ilwaco and shall abide by all ordinances and regulations of Ilwaco. Ilwaco shall indemnify, protect and hold harmless Long Beach, and the building inspector, 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 installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any such suit or action is brought against Long Beach or the building inspector for damages arising out of or by reason of any of the above causes. Ilwaco 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 City of Long Beach and/or the building inspector.
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. Ilwaco is solely responsible for the financial management of the Building Inspection program, and will hold the Long Beach and building official 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 Building Code

The Washington State Building Code is comprised of several different codes. Most are national model codes adopted by reference and amended at the state level. Others, such as the Washington State Energy Code, are state-written state-specific codes.

Only the state amendments and state-written codes are available on this website for viewing and download. For information on purchasing the base model codes or hard copies of the state amendments, see the [Ordering Information](#) page. The International model codes may be viewed through the following site:

<http://codes.iccsafe.org/I-Codes.html>

The Uniform Plumbing Code can be viewed here: <http://epubs.iapmo.org/UPLC/>

Printing Instructions: The following amendments are formatted as insert pages to the first edition of the codes. They are meant to be printed as two-sided documents and contain the appropriate blank pages to print across from the amended page.

Please Note: The download links on this website work best with Explorer as your browser. PDF files may not open properly when using Chrome or Firefox. If you experience trouble opening a file, right click on the link and save the file; you can then go in and manually change the file extension back to .pdf and the file will open.

Building Code Amendments

2015 International Building Code

(Includes adoption of Appendix E and ICC/ANSI A117.1-2009, and the 2015 International Existing Building Code and International Swimming Pool and Spa Code)

EMERGENCY RULE INSERT/REPLACEMENT PAGES:

Group E Emergency Voice Alarms - Section 907.2.3 (effective May 17, 2016)

NOTE: Also applies to the 2012 IBC/IFC

2012 International Building Code

(Includes adoption of Appendix E and ICC/ANSI A117.1-2009, and the 2012 International Existing Building Code)

EMERGENCY RULE INSERT/REPLACEMENT PAGES:

Group E Plumbing Fixtures - Section 2902

(Effective May 16, 2014)

Carbon Monoxide Alarms -Section 908.7

(Effective April 1, 2014)

Ventilation - Section 1203 (Effective Dec. 1, 2013)

Errata page for 1st Printing (Before May 8, 2012)

Effective July 1, 2013

Errata page - Section 908.7 (October 2013)

Errata page - Section 1018.6 - exception 2.2

Interpretations

2009 International Building Code

(Includes amendments effective July 1, 2011)

(Includes adoption of Appendix E and ICC/ANSI A117.1-2003, and

the 2009 International Existing Building Code)

Effective July 1, 2010

CO Alarm Rules (IBC) effective April 1, 2012

2006 International Building Code

(Includes adoption of Appendix E and ICC/ANSI A117.1-2003)

Effective July 1, 2007

2003 International Building Code

(Includes adoption of Appendix E and ICC/ANSI A117.1-1998

effective through 6/05 and ICC ANSI A117.1-2005 effective 7/1/05)

Effective July 1, 2004

Residential Code Amendments

2015 International Residential Code

(Includes adoption of Appendices F and Q)

Chapter 11 and Chapters 25 through 43 are not adopted)

Effective July 1, 2016

Emergency Rule effective July 1, 2016:

WAC 51-51-0301 Design Criteria

2012 International Residential Code

(Includes adoption of Appendices F and G;

Chapter 11 and Chapters 25 through 42 are not adopted)

Effective July 1, 2013

INSERT/REPLACEMENT PAGES:

Ventilation/Section R408.1 (Effective Dec. 1, 2013)

Townhouse Wall Separation/Section R302 (Effective April 1, 2014)

Photovoltaic Solar Energy Systems/Section M2302 (Effective July 1, 2014)

Interpretations

2009 International Residential Code

(corrected copy June 23, 2010 with changes to pages 62, 70, 108, 167, 345)

(Includes adoption of Appendices F and G;

Chapters 11 and 25 through 42 are not adopted)

Effective July 1, 2010

CO Alarm Rules (IRC) effective April 1, 2012

2006 International Residential Code

(Includes adoption of Appendices F and G;

Chapters 11 and 25 through 42 are not adopted)

(Effective April 1, 2008)

2003 International Residential Code

(Chapters 11 and 25 through 42 are not adopted)

(Effective July 1, 2004)

Mechanical Code Amendments

2015 International Mechanical Code

(Includes adoption of 2015 International Fuel Gas Code, 2014 NFPA 58 & 2014 NFPA 54)

Effective July 1, 2016

2012 International Mechanical Code

(Includes adoption of 2012 International Fuel Gas Code, 2011 NFPA 58 & 2012 NFPA 54)

Effective July 1, 2013

2009 International Mechanical Code

(Includes adoption of 2009 International Fuel Gas Code, 2008 NFPA 58 & 2009 NFPA 54)

Effective July 1, 2010

2006 International Mechanical Code

(Includes adoption of 2004 NFPA 58 & 2006 NFPA 54)

(Effective July 1, 2007)

2003 International Mechanical Code

(Includes adoption of 2001 NFPA 58 & 2002 NFPA 54)

(Effective July 1, 2004)

Interpretations

Fire Code Amendments

2015 International Fire Code

Effective July 1, 2016

Includes Appendix N for pre-approved local adoption of the 2015 WUIC

EMERGENCY RULE INSERT/REPLACEMENT PAGES:

Group E Emergency Voice Alarms - Section 907.2.3 (effective May 17, 2016)

NOTE: Also applies to the 2012 IBC/IFC

2012 International Fire Code

Effective July 1, 2013

Includes Appendix K for pre-approved local adoption of the 2012 WUIC

EMERGENCY RULE - INSERT/REPLACEMENT PAGES:

Marijuana extraction systems/Section 105.6.47 - Operational permit, and

Marijuana extraction systems/Section 105.7.17 - Construction permit (one page)

Chapter 38: Marijuana processing or extraction facilities

Solar photovoltaic power systems/Section 605.11 - Amendments (Permanent Rule Effective April 1, 2014)

Insert Pages for Section 908.7 and Section 1103.9 Carbon monoxide alarms (Permanent Rules Effective April 1, 2014)

Emergency Voice Alarm Systems/Section 907.2.3 Group E (Emergency Rule Effective April 1, 2014)

Clusters and School Portables/Definitions: Chapter 2: Definitions (Emergency Rule Effective March 14, 2014)

Group E Sprinklers/Section 903.2.3 (Emergency Rule Effective March 14, 2014)

Group E Emergency Drills (Effective November 1, 2013)

Interpretations

2009 International Fire Code

(corrected copy June 9, 2010; with changes to Index & pages 51, 114, 125, 405; and June 21, 2010, with changes to pages 80, 94 and 119)

Effective July 1, 2010

CO Alarm Rules (IFC Chapter 9) effective April 1, 2012

CO Alarm Rules (IFC Chapter 46) effective April 1, 2012

2006 International Fire Code

(Effective July 1, 2007)

2003 International Fire Code

(Effective July 1, 2004)

Plumbing Code Amendments

2015 Uniform Plumbing Code

(Includes adoption of Appendices A, B and I) NOTE: See also WSEC Section

C404 for additional piping requirements

Effective July 1, 2016

2012 Uniform Plumbing Code

(Includes adoption of Appendices A, B and I)

Effective July 1, 2013

2009 Uniform Plumbing Code

(Includes adoption of Appendices A, B and I)

Effective July 1, 2010

2006 Uniform Plumbing Code

(Includes adoption of Appendices A, B and I)

(Effective July 1, 2007)

2003 Uniform Plumbing Code

(Includes adoption of Appendices A, B and I)

(Effective July 1, 2004)

Interpretations

Energy Code

2015 Washington State Energy Code

[WAC 51-11C \(Commercial\)](#)

[WAC 51-11R \(Residential\) \(2nd printing\)](#)

[Appendix Chapters](#)

Based on the 2015 IECC; "Residential" includes One- and Two-family dwellings, Townhouses and Group R-2 and R-3 buildings three stories or less "Commercial" includes all buildings not covered under "Residential"
(Effective July1, 2016)

2012 Washington State Energy Code

[WAC 51-11C \(Commercial\) 2nd Printing](#)

([Errata pages](#) for first printing - before July 15)

[WAC 51-11R \(Residential\) 2nd Printing](#)

([Errata pages](#) for first printing- before July 15)

[Appendix Chapters 2nd Printing](#)

([Errata page](#) for first printing-before Sept 9)

Based on the 2012 IECC; "Residential" includes One- and Two-family dwellings, Townhouses and Group R-2 and R-3 buildings three stories or less "Commercial" includes all buildings not covered under "Residential"
(Effective July1, 2013)

2009 Washington State Energy Code

[Interpretations](#)

[Chapters 1 through 10 \(Single-Family Residential\)](#)

[Chapters 11 through 15 \(Multi-Family and Non Res\)](#)

Includes RS 29 - Nonresidential Building Design by Systems Analysis

Note: See Ch 1-10 for Table of Contents, Definitions, and Default Tables

(Effective January 1, 2011)

[2006 Washington State Energy Code](#)

[RS 29 - Nonresidential Building Design by Systems Analysis](#)

(Effective July 1, 2007)

[2004 Washington State Energy Code](#)

(Effective July 1, 2005) (See 2003 WSEC for RS 29)

[2003 Washington State Energy Code](#)

[RS 29 - Nonresidential Building Design by Systems Analysis](#)

(Effective July 1, 2004)

Ventilation Code

(VIAQ Code is now superseded by requirements in the International Mechanical Code and International Residential Code)

[Interpretations](#)

[2006 Washington State Ventilation & Indoor Air Quality Code](#)

(Effective July 1, 2007)

Note: This code will be repealed as of July 1, 2010. The requirements formerly found in this WAC are now incorporated into the IMC and IRC

[2003 Washington State Ventilation & Indoor Air Quality Code](#)

(Effective July 1, 2004)

Historic Code

(The Historic Code is now superseded by the International Existing Building Code)

[1991 Washington State Historic Building Code](#)

RCW 19.27.031

State building code—Adoption—Conflicts—Opinions.

Except as otherwise provided in this chapter, there shall be in effect in all counties and cities the state building code which shall consist of the following codes which are hereby adopted by reference:

- (1)(a) The International Building Code, published by the International Code Council, Inc.;
- (b) The International Residential Code, published by the International Code Council, Inc.;
- (2) The International Mechanical Code, published by the International Code Council, Inc., except that the standards for liquefied petroleum gas installations shall be NFPA 58 (Storage and Handling of Liquefied Petroleum Gases) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code);
- (3) The International Fire Code, published by the International Code Council, Inc., including those standards of the National Fire Protection Association specifically referenced in the International Fire Code: PROVIDED, That, notwithstanding any wording in this code, participants in religious ceremonies shall not be precluded from carrying hand-held candles;
- (4) Except as provided in RCW 19.27.170, the Uniform Plumbing Code and Uniform Plumbing Code Standards, published by the International Association of Plumbing and Mechanical Officials: PROVIDED, That any provisions of such code affecting sewers or fuel gas piping are not adopted;
- (5) The rules adopted by the council establishing standards for making buildings and facilities accessible to and usable by individuals with disabilities or elderly persons as provided in RCW 70.92.100 through 70.92.160; and
- (6) The state's climate zones for building purposes are designated in RCW 19.27A.020(3) and may not be changed through the adoption of a model code or rule.

In case of conflict among the codes enumerated in subsections (1), (2), (3), and (4) of this section, the first named code shall govern over those following.

The codes enumerated in this section shall be adopted by the council as provided in RCW 19.27.074. The council shall solicit input from first responders to ensure that firefighter safety issues are addressed during the code adoption process.

The council may issue opinions relating to the codes at the request of a local official charged with the duty to enforce the enumerated codes.

[2015 c 11 § 2; 2003 c 291 § 2; 1995 c 343 § 1. Prior: 1989 c 348 § 9; 1989 c 266 § 1; 1985 c 360 § 5.]

NOTES:

Finding—Intent—2015 c 11: "The legislature finds that the state building code council adopted by rule changes to the climate zones used in the building codes due to modifications in the 2012 international energy conservation code (IECC). The legislature intends to update the statutes to be more reflective of the national standards." [2015 c 11 § 1.]

Intent—Finding—2003 c 291: "(1) The intent of the adoption of the International Building Code by the legislature is to remain consistent with state laws regulating construction, including electrical, plumbing, and energy codes established in chapters 19.27, 19.27A, and 19.28 RCW. The International Building Code references the International Residential Code for provisions related to the construction of single and multiple-family dwellings. No portion of the International Residential Code shall supersede or take precedent over provisions in chapter 19.28 RCW, regulating the electrical code; nor provisions in RCW 19.27.031(4), regulating the plumbing code; nor provisions in chapter 19.27A RCW, regulating the energy code.

(2) It is in the state's interest and consistent with the state building code act to have in effect provisions regulating the construction of single and multiple-family residences. It is the legislative intent that the state building code council adopt the International Residential Code through rule making granted in RCW 19.27.074, consistent with state law regulating construction for electrical, plumbing, and energy

codes, and other state and federal laws regulating single and multiple-family construction.

(3) In accordance with RCW 19.27.020, the state building code council shall promote fire and life safety in buildings consistent with accepted standards. In adopting the codes for the state of Washington, the state building code council shall consider provisions related to firefighter safety published by nationally recognized organizations. The state building code council shall review all nationally recognized codes as set forth in RCW 19.27.074.

(4) The legislature finds that building codes are an integral component of affordable housing. In accordance with this finding, the state building code council shall consider and review building code provisions related to improving affordable housing." [2003 c 291 § 1.]

Severability—1989 c 348: See note following RCW 90.54.020.

Rights not impaired—1989 c 348: See RCW 90.54.920.