



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, September 12, 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 22, 2016 Regular Meeting
- 2. Claims & Vouchers (TAB 2)
 - a. Checks: 39235 to 39241 + electronic payments \$31,941.40
 - b. Checks: 39242 to 39286 \$154,879.73
 - GRAND TOTAL: \$186,821.13

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

- G. Comments of Citizens and Guests Present**

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

H. Public Hearing – CUP Freedom Market

I. Business

J. Discussion

1. **CUP Freedom Market** (TAB 9) - *Cassinelli*
2. **Charter Franchise Agreement Renewal** (TAB 10) – *Chambreau*
3. **Solutions Yes Contract for New Equipment and Service** (TAB 11) - *Cassinelli*

K. Correspondence and Written Reports

L. Future Discussion/Agendas

1. Shoreline Master Program Update - *Cassinelli*
2. Update to Critical Areas Ordinance - *Cassinelli*
3. Comprehensive Plan Map Amendment – *Cassinelli*
4. Neighborhood Preservation Ordinance – *Cassinelli*
5. 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	09/12/16 09/26/16	6:00 p.m.	Community Building
City Council	Public Hearing – CUP Freedom Market	Monday	09/12/16	6:00 p.m.	Community Building
City Council	Workshop – 2017 Budget	Monday	09/26/16	5:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Tuesday	09/13/16	6:00 p.m.	Fire Hall
Planning Commission	Regular Meeting	Tuesday	10/04/16	6:00 p.m.	Community Building



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

A. Call to order

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

B. Flag Salute

1. The Pledge of Allegiance was recited.

C. Roll Call

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

D. Approval of Agenda

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

E. Consent Agenda

1. Including Checks: 39191 to 39193 + Electronic payments totaling \$17,041.85, Checks: 39194 to 39234 totaling \$34,388.81 for a grand total of \$51,430.66.
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

Tom Williams is looking into a solution for heating the fire hall. Of the eight radiant heaters, three are operational but inefficient and expensive to operate. Mayor Cassinelli referenced the existing propane supply and suggested researching propane-based heaters. Tom will continue looking for a solution.

ii. Police Chief

Informed the Mayor the department is ready for the upcoming holiday and Rod Run traffic.

iii. City Treasurer

Budget planning for 2017 has started. The city has been selected to receive a property appraisal of their buildings with values of \$1,000,000 that are currently insured with the Cities Insurance Association of Washington (CIAW). CIAW members with property coverage are surveyed every 5 to 7 years. Site visits are conducted by contractor CBIZ Valuation Group, LLC. City personnel have been notified and survey dates are pending contact by CBIZ personnel. The annual property insurance renewal is due in September and coincides with the upcoming appraisal surveys. The treasurer is looking forward to attending AWC's budget workshop this Thursday and Friday.

2. Council Reports

- i. Councilmember Karnofski is researching how other municipalities address the public use of fireworks within populated areas and by exhibitors. This would be a good time to discuss and work through any issues well in advance of the next holiday. Karnofski will continue researching the issue. Councilmember Marshall commented a firework ordinance would need to be enforceable. Flint Wright, Chief of Police, stated the ordinance would be somewhat self-policing as most violations of this type are reported by citizens. A firework ordinance would give police something to enforce.
- ii. Councilmember Chambreau participated in the annual Long Island Expedition for Friends of Willapa National Wildlife Refuge (WNWR). The popular tour was, “nicely done and well worth it.” Chambreau reported there were 112 participants in this years’ event.

3. Mayor’s Report

Tim Pfeifer has been hired as the new waste water treatment plant operator. Tim will take over the position in mid-September.

F. Comments of Citizens and Guests Present

1. None

H. Business

1. TIB Grant Relight Washington

Councilmember Jensen asked which lights would be replaced, as he had missed the last council meeting discussion. (The lights to be replaced are located on First Ave S.) Councilmember Marshall asked if a match was required for the grant.

ACTION: Motion to authorize the mayor to submit grant applications to the Transportation Improvement Board for the Relight Washington to convert existing street lights to LED street lights. (Forner/Chambreau) 5 Ayes 0 Nay 0 Abstain.

2. Interlocal Agreement for Building Inspector Services

Councilmember Jensen commented that he is pleased with the building inspector and his job performance.

ACTION: Motion to approve the mayor to enter into the Interlocal agreement for building inspector services between the City of Ilwaco and the City of Long Beach with section II, Item b (i) corrected to read as “Washington State Barrier Free Regulations”. (Chambreau/Forner) 5 Ayes 0 Nay 0 Abstain.

I. Discussion

1. Interlocal Agreement for Building Inspector Services

Councilmember Jensen noted page two, section II, Item b (i). Washington State Barrier Fee Regulations should be corrected to Washington State Barrier Free Regulations.

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

J. Future Discussion/Agendas

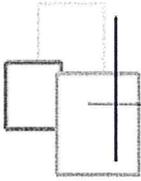
1. Charter Franchise Agreement Renewal
2. Shoreline Master Program Update

3. Update to Critical Areas Ordinance
4. Comprehensive Plan Amendment
5. Neighborhood Preservation Ordinance
6. Ordinance Amending Title 8 – Health and Safety

K. Motion to adjourn the meeting (Karnofski) Mayor Cassinelli adjourned the meeting at 6:19 p.m.

Mike Cassinelli, Mayor

Karen Varshock, Treasurer



Register

Number	Name	Fiscal Description	Amount
39235	Brooks, Brian	2016 - September - First Meeting	\$1,221.72
39236	Fero, Jimmie W	2016 - September - First Meeting	\$1,396.81
39237	Williams, Thomas R	2016 - September - First Meeting	\$959.02
39238	AWC - Life Insurance	2016 - September - First Meeting	\$18.40
39239	AWC Employee Benefit Trust	2016 - September - First Meeting	\$5,236.22
39240	Dept of Retirement - Def Comp	2016 - September - First Meeting	\$155.00
39241	Dept of Retirement Systems	2016 - September - First Meeting	\$6,075.18
Beller, Holly Celeste	ACH Pay - 1966	2016 - September - First Meeting	\$1,458.43
Benson, Austin	ACH Pay - 1967	2016 - September - First Meeting	\$1,137.35
Budd, William	ACH Pay - 1969	2016 - September - First Meeting	\$1,125.06
Cassinelli, Michael	ACH Pay - 1959	2016 - September - First Meeting	\$423.70
Chambreau, Jon H.	ACH Pay - 1960	2016 - September - First Meeting	\$181.96
Forner, Gary	ACH Pay - 1961	2016 - September - First Meeting	\$399.60
Gray, Richard Roy	ACH Pay - 1971	2016 - September - First Meeting	\$1,869.65
Jensen, David	ACH Pay - 1962	2016 - September - First Meeting	\$181.96
Marshall, Fred	ACH Pay - 1963	2016 - September - First Meeting	\$181.96
Mc Kee, David A	ACH Pay - 1972	2016 - September - First Meeting	\$1,942.60
Mulinix, Vinessa	ACH Pay - 1964	2016 - September - First Meeting	\$180.76
Staples, Terri P	ACH Pay - 1973	2016 - September - First Meeting	\$529.44
Varshock, Karen	ACH Pay - 1974	2016 - September - First Meeting	\$1,551.53
EFT 9/2/16	Discovery Benefits	2016 - September - First Meeting	\$625.00
EFT 9/2/16	U.S. Treasury Department	2016 - September - First Meeting	\$5,090.05
			\$31,941.40

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.

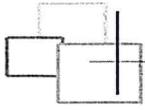
Treasurer

39235 through 39241 and electronic payments totalling \$31,941.40 are approved this 12th day of September, 2016.

Council member

Council member

Council member



Register

Fiscal: 2016

Deposit Period: 2016 - September

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>39242</u>	A & E Security Solutions, Inc.	9/12/2016	\$366.85
<u>39243</u>	A Sparkling Castle	9/12/2016	\$910.00
<u>39244</u>	Advanced Analytical Solutions	9/12/2016	\$168.00
<u>39245</u>	Aqua-Aerobic Systems, Inc.	9/12/2016	\$1,095.81
<u>39246</u>	Backflow By The Best	9/12/2016	\$2,850.00
<u>39247</u>	BSK Associates	9/12/2016	\$116.00
<u>39248</u>	Cascade Columbia Distribution Co.	9/12/2016	\$2,377.07
<u>39249</u>	Centurylink	9/12/2016	\$1,691.66
<u>39250</u>	City of Ilwaco	9/12/2016	\$4,141.36
<u>39251</u>	City of Long Beach	9/12/2016	\$900.00
<u>39252</u>	Coast Rehabilitation Services	9/12/2016	\$70.00
<u>39253</u>	Code Publishing, Inc.	9/12/2016	\$822.82
<u>39254</u>	Consolidated Supply Co.	9/12/2016	\$234.17
<u>39255</u>	CWCOG	9/12/2016	\$4,414.83
<u>39256</u>	Dennis CO	9/12/2016	\$203.87
<u>39257</u>	Department of Commerce - PWTF	9/12/2016	\$99,013.29
<u>39258</u>	Dept of Labor & Industries	9/12/2016	\$1,125.00
<u>39259</u>	Discovery Benefits	9/12/2016	\$9.00
<u>39260</u>	Evergreen Septic Service	9/12/2016	\$364.50
<u>39261</u>	Furrow Pump	9/12/2016	\$248.98
<u>39262</u>	Green River Community College/WETRC	9/12/2016	\$300.00
<u>39263</u>	Hach Company	9/12/2016	\$669.68
<u>39264</u>	HD Fowler Company	9/12/2016	\$1,343.50
<u>39265</u>	Heather Reynolds, Attorney	9/12/2016	\$2,322.00
<u>39266</u>	IFOCUS Consulting Inc.	9/12/2016	\$131.25
<u>39267</u>	Jnb Mechanical, Inc.	9/12/2016	\$950.40
<u>39268</u>	John Deere Financial	9/12/2016	\$1,082.23
<u>39269</u>	Lazerquick	9/12/2016	\$141.75
<u>39270</u>	LEAF	9/12/2016	\$135.97
<u>39271</u>	North Central Laboratories	9/12/2016	\$855.14
<u>39272</u>	One Call Concepts, Inc.	9/12/2016	\$14.34
<u>39273</u>	Peninsula Sanitation Service, Inc.	9/12/2016	\$497.18
<u>39274</u>	PUD No 2 of Pacific County	9/12/2016	\$10,208.08
<u>39275</u>	Robert W. Droll, Landscape Architect, P.S.	9/12/2016	\$6,048.60
<u>39276</u>	Ryan Herco Flow Solutions	9/12/2016	\$93.27
<u>39277</u>	Sid's IGA	9/12/2016	\$23.93
<u>39278</u>	Solutions Yes	9/12/2016	\$82.03
<u>39279</u>	Verizon Wireless	9/12/2016	\$118.04
<u>39280</u>	Visa	9/12/2016	\$542.48

Number	Name	Print Date	Amount
<u>39281</u>	Vision Municipal Solutions, Llc	9/12/2016	\$430.05
<u>39282</u>	WA State Dept. Natural Resources	9/12/2016	\$297.20
<u>39283</u>	WA State Dept. of Ecology	9/12/2016	\$2,001.50
<u>39284</u>	Wadsworth Electric	9/12/2016	\$4,949.34
<u>39285</u>	Walter E. Nelson Co. of Astoria	9/12/2016	\$119.28
<u>39286</u>	Wilbur Ellis Company	9/12/2016	\$399.28
		Total Check	\$154,879.73
		Total 8023281	\$154,879.73
		Grand Total	\$154,879.73

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.

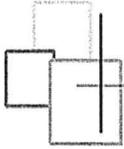
Treasurer

39242 through 39286 totalling \$154,879.73 are approved this 12th day of September, 2016.

Council member

Council member

Council member



Voucher Directory

Vendor	Number	Account Number	Description	Amount
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A & E Security Solutions, Inc.

39242

2016 - September - First Meeting

144124

001-000-000-514-20-31-00	Office & Operating Supplies	\$55.40
	Service call, batteries	
001-000-000-522-10-31-00	Office & Operating Supplies	\$55.40
	Service call, batteries	
101-000-000-543-30-30-00	Office And Operating	\$55.40
	Service call, batteries	
401-000-000-534-00-31-00	Operation & Maintenance	\$55.40
	Service call, batteries	
409-000-000-535-00-31-01	Operations And Maintenance	\$55.40
	Service call, batteries	
Total Invoice - 9/8/2016 2:03:19 PM		\$277.00

Community Center

001-000-000-575-50-40-01	Community Bldg Other-Mntc	\$89.85
	Security Monitoring	
Total Invoice - 9/8/2016 7:09:34 PM		\$89.85

Total 39242

\$366.85

Total A & E Security Solutions, Inc.

\$366.85

A Sparkling Castle

39243

2016 - September - First Meeting

INV 4277

001-000-000-514-20-31-00	Office & Operating Supplies	\$80.00
	Janitorial	
001-000-000-522-10-31-01	Training/Attendance	\$40.00
	Janitorial	
001-000-000-572-50-41-00	Custodian Library	\$335.00
	Janitorial	
Total Invoice - 9/8/2016 2:41:13 PM		\$455.00

INV 4519

001-000-000-514-20-31-00	Office & Operating Supplies	\$80.00
	August Cleaning Serv	
001-000-000-522-10-31-01	Training/Attendance	\$40.00
	August Cleaning Serv	

Vendor	Number	F Account Number	Description	Amount
		001-000-000-572-50-41-00	Custodian Library	\$335.00
			August Cleaning Serv	
		Total Invoice - 9/8/2016 2:49:58 PM		\$455.00
	Total 39243			\$910.00
Total A Sparkling Castle				\$910.00
Advanced Analytical Solutions				
	39244		2016 - September - First Meeting	
		17866		
		401-000-000-534-00-31-00	Operation & Maintenance	\$168.00
			Test material for lab accreditation	
		Total Invoice - 9/8/2016 8:34:30 AM		\$168.00
	Total 39244			\$168.00
Total Advanced Analytical Solutions				\$168.00
Aqua-Aerobic Systems, Inc.				
	39245		2016 - September - First Meeting	
		1008034		
		409-000-000-594-35-64-01	Machinery & Equipment	\$1,095.81
			PO 100691 Linear Actuator Thompson	
		Total Invoice - 9/8/2016 9:00:44 AM		\$1,095.81
	Total 39245			\$1,095.81
Total Aqua-Aerobic Systems, Inc.				\$1,095.81
Backflow By The Best				
	39246		2016 - September - First Meeting	
		inv 1267		
		409-000-000-535-00-41-05	Professional Services	\$2,850.00
			WWTP x 57 hrs	
		Total Invoice - 9/8/2016 4:21:47 PM		\$2,850.00
	Total 39246			\$2,850.00
Total Backflow By The Best				\$2,850.00
BSK Associates				
	39247		2016 - September - First Meeting	
		V602797		
		401-000-000-534-00-31-06	Office & Customer Service	\$116.00
			Bacteria Testing	
		Total Invoice - 9/8/2016 9:04:51 AM		\$116.00
	Total 39247			\$116.00
Total BSK Associates				\$116.00

Cascade Columbia Distribution Co.

Vendor Number	Account Number	Description	Amount
39248		2016 - September - First Meeting	
	674777		
	401-000-000-534-00-31-01	Chemicals	\$2,377.07
		Soda Ash & Potass Perm	
		Total Invoice - 9/9/2016 12:29:52 AM	\$2,377.07
		Total 39248	\$2,377.07
		Total Cascade Columbia Distribution Co.	\$2,377.07
Centurylink			
39249		2016 - September - First Meeting	
	001-000-000-514-20-42-00	Communication	\$350.73
		July Comm	
	001-000-000-522-10-42-00	Communication	\$491.94
		July Comm	
	401-000-000-534-00-42-00	Communications	\$381.55
		July Comm	
	409-000-000-535-00-42-00	Communications	\$467.44
		July Comm	
		Total Invoice - 9/8/2016 1:20:01 PM	\$1,691.66
		Total 39249	\$1,691.66
		Total Centurylink	\$1,691.66
City of Ilwaco			
39250		2016 - September - First Meeting	
		August Water & Sewer	
	001-000-000-511-60-47-02	City Sewer - Museum	\$41.87
	001-000-000-514-20-47-02	Water - City Hall	\$79.30
	001-000-000-514-20-47-03	Sewer - City Hall	\$130.72
	001-000-000-514-20-47-04	Storm Drainage	\$25.11
	001-000-000-522-50-47-01	Water	\$178.16
	001-000-000-522-50-47-02	Sewer	\$229.60
	001-000-000-522-50-47-03	Storm Drainage	\$70.46
	001-000-000-572-50-47-01	City Water	\$183.27
	001-000-000-572-50-47-02	City Sewer	\$239.68
	001-000-000-572-50-47-03	Storm Drainage	\$10.99
	001-000-000-576-80-47-01	Water-Parks, Sprinklers,Blk Lake	\$198.16
	001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$70.02
	001-000-000-576-80-47-03	Storm Drainage	\$21.98
	409-000-000-535-00-47-02	Water	\$1,003.03
	409-000-000-535-00-47-03	Sewer	\$1,626.03
	409-000-000-535-00-47-05	Storm Drainage	\$32.98
		Total Invoice - 9/8/2016 3:08:17 PM	\$4,141.36
		Total 39250	\$4,141.36

Vendor Number	F Account Number	Description	Amount
Total City of Ilwaco			\$4,141.36
City of Long Beach			
39251		2016 - September - First Meeting	
	INV #47		
	001-000-000-514-20-41-00	Professional Services	\$900.00
		Treas Training - 18 hrs	
		Total Invoice - 9/8/2016 2:00:34 PM	\$900.00
		Total 39251	\$900.00
Total City of Long Beach			\$900.00
Coast Rehabilitation Services			
39252		2016 - September - First Meeting	
	559158		
	001-000-000-514-20-48-00	Repairs & Maintenance	\$35.00
		Window cleaning	
		Total Invoice - 9/8/2016 2:36:27 PM	\$35.00
	484424		
	001-000-000-514-20-48-00	Repairs & Maintenance	\$35.00
		Window cleaning	
		Total Invoice - 9/8/2016 2:40:00 PM	\$35.00
		Total 39252	\$70.00
Total Coast Rehabilitation Services			\$70.00
Code Publishing, Inc.			
39253		2016 - September - First Meeting	
	54077		
	001-000-000-557-20-41-00	Ilwaco Web Page	\$822.82
		Municipal Code Update	
		Total Invoice - 9/8/2016 1:44:02 PM	\$822.82
		Total 39253	\$822.82
Total Code Publishing, Inc.			\$822.82
Consolidated Supply Co.			
39254		2016 - September - First Meeting	
	S7864008.001		
	401-000-000-534-00-31-00	Operation & Maintenance	\$234.17
		Total Invoice - 9/8/2016 8:14:49 AM	\$234.17
		Total 39254	\$234.17
Total Consolidated Supply Co.			\$234.17

CWCOG

Vendor Number	F Account Number	Description	Amount
39255		2016 - September - First Meeting	
	2016-156		
	001-000-000-558-60-41-00	Planner Services	\$2,193.75
		July Billing	
	001-000-000-558-60-41-00	Planner Services	\$2,221.08
		June Billing	
	Total Invoice - 9/8/2016 10:13:44 PM		\$4,414.83
Total 39255			\$4,414.83
Total CWCOG			\$4,414.83
Dennis CO			
39256		2016 - September - First Meeting	
	001-000-000-522-50-48-00	Repair & Maintenance	\$49.56
		Inv 460000	
	001-000-000-522-50-48-00	Repair & Maintenance	\$3.46
		Inv 460260	
	101-000-000-543-30-30-00	Office And Operating	\$8.62
		linv 459419	
	401-000-000-534-00-31-00	Operation & Maintenance	\$48.11
		Inv 459284	
	Total Invoice - 9/8/2016 12:27:07 PM		\$109.75
	001-000-000-514-20-48-00	Repairs & Maintenance	\$25.14
		Inv 459120	
	001-000-000-576-80-48-00	Repairs & Maintenance	\$20.41
		Inv 459097	
	101-000-000-543-30-30-00	Office And Operating	\$26.99
		Inv 458875	
	409-000-000-535-00-31-01	Operations And Maintenance	\$21.58
		Inv 458637	
	Total Invoice - 9/8/2016 12:34:14 PM		\$94.12
Total 39256			\$203.87
Total Dennis CO			\$203.87
Department of Commerce - PWTF			
39257		2016 - September - First Meeting	
	DWSRF-278568		
	401-000-000-591-34-72-04	Principal DWSRF 11-952-017	\$3,154.87
		LOAN #1 Backwash Basin Imp	
	401-000-000-592-34-83-04	Interest DWSRF 11-952-017	\$899.13
		LOAN #1 Backwash Basin Imp	
	Total Invoice - 9/9/2016 1:35:40 AM		\$4,054.00
	DWSRF-278615		

Vendor Number	Account Number	Description	Amount
	401-000-000-591-34-72-04	Principal DWSRF 11-952-017	\$190.51
		LOAN #3 Backwash Basin Imp	
	401-000-000-592-34-83-04	Interest DWSRF 11-952-017	\$54.30
		LOAN #3 Backwash Basin Imp	
	Total Invoice - 9/9/2016 1:40:54 AM		\$244.81
	DWSRF-278662		
	401-000-000-591-34-72-04	Principal DWSRF 11-952-017	\$119.61
		LOAN #4 Backwash Basin Imp	
	401-000-000-592-34-83-04	Interest DWSRF 11-952-017	\$34.09
		LOAN #4 Backwash Basin Imp	
	Total Invoice - 9/9/2016 1:42:49 AM		\$153.70
	DWSRF-287416		
	401-000-000-591-34-72-03	Principal DWSRF 11-952-015	\$27,505.18
		LOAN #2 500k City Reservoir	
	401-000-000-592-34-83-03	Interest DWSRF 11-952-015	\$7,839.00
		LOAN #2 500k City Reservoir	
	Total Invoice - 9/9/2016 1:45:08 AM		\$35,344.18
	DWSRF-281023		
	401-000-000-591-34-72-03	Principal DWSRF 11-952-015	\$8,089.83
		LOAN #4 500k City Reservoir	
	401-000-000-592-34-83-03	Interest DWSRF 11-952-015	\$2,305.59
		LOAN #4 500k City Reservoir	
	Total Invoice - 9/9/2016 1:47:19 AM		\$10,395.42
	DWSRF-281046		
	401-000-000-591-34-72-03	Principal DWSRF 11-952-015	\$3,234.05
		LOAN #5 500k City Reservoir	
	401-000-000-592-34-83-03	Interest DWSRF 11-952-015	\$921.70
		LOAN #5 500k City Reservoir	
	Total Invoice - 9/9/2016 1:49:53 AM		\$4,155.75
	DWSRF-241235		
	401-000-000-591-34-72-02	Principal DWSRF 11-952-016	\$16,244.56
		LOAN #3 Indian Creek Res #2	
	401-000-000-592-34-83-02	Interest DWSRF 11-952-016	\$4,386.03
		LOAN #3 Indian Creek Res #2	
	Total Invoice - 9/9/2016 1:52:07 AM		\$20,630.59
	DWSRF-241461		
	401-000-000-591-34-72-02	Principal DWSRF 11-952-016	\$4,230.44
		LOAN #4 Indian Creek Res #2	
	401-000-000-592-34-83-02	Interest DWSRF 11-952-016	\$1,142.23
		LOAN #4 Indian Creek Res #2	
	Total Invoice - 9/9/2016 1:53:28 AM		\$5,372.67

Vendor Number	Account Number	Description	Amount
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DWSRF-95376

401-000-000-591-34-72-01	Principal Pwtf - 04-65104-013 3 Phase Power to H2O Plant	\$16,948.68
401-000-000-592-34-83-01	Interest Pwtf - 04-65104-013 3 Phase Power to H2O Plant	\$1,694.87

Total Invoice - 9/9/2016 12:52:29 AM \$18,643.55

DWSRF-316670

401-000-000-592-34-83-05	Interest DWSRF 16-952-020 LOAN #1 Sahalee Sub Distri Sys Imp	\$18.62
--------------------------	---	---------

Total Invoice - 9/9/2016 2:07:28 AM \$18.62

Total 39257 \$99,013.29

Total Department of Commerce - PWTF \$99,013.29

Dept of Labor & Industries

39258 2016 - September - First Meeting

Citation 317938799

001-000-000-522-10-40-00	Safety L&I Citation 317938799	\$195.00
101-000-000-542-30-40-00	Safety L&I Citation 317938799	\$195.00
401-000-000-534-00-40-00	Safety L&I Citation 317938799	\$195.00
408-000-000-531-38-31-01	Operations & Maintenance L&I Citation 317938799	\$195.00
409-000-000-535-00-40-00	Safety L&I Citation 317938799	\$195.00

Total Invoice - 9/8/2016 1:46:10 PM \$975.00

Citation 317939272

001-000-000-522-10-40-00	Safety L&I Citation 317939272	\$150.00
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Total Invoice - 9/8/2016 1:54:47 PM \$150.00

Total 39258 \$1,125.00

Total Dept of Labor & Industries \$1,125.00

Discovery Benefits

39259 2016 - September - First Meeting

0000677249-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

Vendor Number	F Account Number	Description	Amount
	408-000-000-531-38-20-00	Benefits	\$1.50
	Total Invoice - 9/8/2016 5:35:25 PM		\$9.00
	Total 39259		\$9.00
Total Discovery Benefits			\$9.00
Evergreen Septic Service			
39260	2016 - September - First Meeting		
	524		
	001-000-000-576-80-48-00	Repairs & Maintenance	\$364.50
	Pump broken sewer line		
	Total Invoice - 9/8/2016 11:50:38 AM		\$364.50
	Total 39260		\$364.50
Total Evergreen Septic Service			\$364.50
Furrow Pump			
39261	2016 - September - First Meeting		
	0038155-IN		
	401-000-000-534-00-31-00	Operation & Maintenance	\$248.98
	PO #100689 Rebuild Pump A7		
	Total Invoice - 9/9/2016 12:24:35 AM		\$248.98
	Total 39261		\$248.98
Total Furrow Pump			\$248.98
Green River Community College/WETRC			
39262	2016 - September - First Meeting		
	PO 100692		
	401-000-000-534-00-31-00	Operation & Maintenance	\$300.00
	WT Plant Operator Cert Exam-A Benson		
	Total Invoice - 9/8/2016 8:43:08 AM		\$300.00
	Total 39262		\$300.00
Total Green River Community College/WETRC			\$300.00
Hach Company			
39263	2016 - September - First Meeting		
	10068828		
	401-000-000-534-00-31-00	Operation & Maintenance	\$475.28
	Total Invoice - 9/8/2016 11:35:54 AM		\$475.28
	INV 10049955		
	401-000-000-534-00-35-01	Small Tools & Equipment - Lab	\$194.40
	For Chlorine Calibration		
	Total Invoice - 9/8/2016 8:30:08 AM		\$194.40
	Total 39263		\$669.68

Vendor Number	Account Number	Description	Amount
Total Hach Company			\$669.68
HD Fowler Company			
39264	2016 - September - First Meeting		
I4297022			
409-000-000-594-35-63-00	Sewer Line Replace/repair		\$1,284.88
	PO#100688 Pipe -Repair sewer line break		
Total Invoice - 9/8/2016 11:44:43 AM			\$1,284.88
I4295361			
401-000-000-534-00-31-00	Operation & Maintenance		\$58.62
Total Invoice - 9/8/2016 8:25:54 AM			\$58.62
Total 39264			\$1,343.50
Total HD Fowler Company			\$1,343.50
Heather Reynolds, Attorney			
39265	2016 - September - First Meeting		
August Prof Services			
001-000-000-515-30-41-00	Legal Services		\$648.00
	Planning-transit center and group homes		
001-000-000-515-30-41-00	Legal Services		\$540.00
	Charter Franchise Agreement		
001-000-000-515-30-41-00	Legal Services		\$468.00
	Misc & Serv Contracts		
001-000-000-515-30-41-00	Legal Services		\$666.00
	Cooks Hill		
Total Invoice - 9/8/2016 10:33:46 PM			\$2,322.00
Total 39265			\$2,322.00
Total Heather Reynolds, Attorney			\$2,322.00
IFOCUS Consulting Inc.			
39266	2016 - September - First Meeting		
00010113			
001-000-000-514-20-41-00	Professional Services		\$43.75
401-000-000-534-00-41-04	Professional Services - Computer system		\$43.75
409-000-000-535-00-41-02	Professional Services - Computer Systems		\$43.75
Total Invoice - 9/8/2016 10:39:57 PM			\$131.25
Total 39266			\$131.25
Total IFOCUS Consulting Inc.			\$131.25
Jnb Mechanical, Inc.			
39267	2016 - September - First Meeting		

Vendor Number	Account Number	Description	Amount
15778			
	001-000-000-575-50-40-01	Community Bldg Other-Mntc	\$950.40
		HVAC Maint	
	Total Invoice - 9/8/2016 4:46:23 PM		\$950.40
	Total 39267		\$950.40
Total Jnb Mechanical, Inc.			\$950.40
John Deere Financial			
39268	2016 - September - First Meeting		
510000815796			
	001-000-000-591-48-71-01	John Deer Mower 8157-96 - Prin	\$1,000.00
	001-000-000-592-48-83-00	John Deer Mower 8157-96 - Interest	\$82.23
	Total Invoice - 9/8/2016 10:30:52 PM		\$1,082.23
	Total 39268		\$1,082.23
Total John Deere Financial			\$1,082.23
Lazerquick			
39269	2016 - September - First Meeting		
23785			
	101-000-000-543-30-30-00	Office And Operating	\$94.50
		Bus Cards-Brooks, Budd	
	409-000-000-535-00-31-08	Office Supplies & Customer Service	\$47.25
		Bus Cards-Pfeifer	
	Total Invoice - 9/8/2016 7:46:13 AM		\$141.75
	Total 39269		\$141.75
Total Lazerquick			\$141.75
LEAF			
39270	2016 - September - First Meeting		
6739963			
	001-000-000-514-20-31-00	Office & Operating Supplies	\$23.11
		Monthly Copier Charge	
	001-000-000-522-10-31-00	Office & Operating Supplies	\$21.76
		Monthly Copier Charge	
	101-000-000-543-30-30-00	Office And Operating	\$23.11
		Monthly Copier Charge	
	401-000-000-534-00-31-00	Operation & Maintenance	\$23.11
		Monthly Copier Charge	
	408-000-000-531-38-31-01	Operations & Maintenance	\$21.76
		Monthly Copier Charge	
	409-000-000-535-00-31-01	Operations And Maintenance	\$23.12
		Monthly Copier Charge	
	Total Invoice - 9/8/2016 1:58:42 PM		\$135.97

Vendor Number	F Account Number	Description	Amount
Total 39270			\$135.97
Total LEAF			\$135.97
North Central Laboratories			
39271	2016 - September - First Meeting		
376838			
409-000-000-594-35-64-01	Machinery & Equipment		\$855.14
	PG500 Vacuum Pump for lab SN021600581		
Total Invoice - 9/8/2016 8:00:59 AM			\$855.14
Total 39271			\$855.14
Total North Central Laboratories			\$855.14
One Call Concepts, Inc.			
39272	2016 - September - First Meeting		
6089071			
101-000-000-543-30-30-00	Office And Operating		\$4.78
	August Excavation Notices		
401-000-000-534-00-31-00	Operation & Maintenance		\$4.78
	August Excavation Notices		
409-000-000-535-00-31-01	Operations And Maintenance		\$4.78
	August Excavation Notices		
Total Invoice - 9/8/2016 3:12:42 PM			\$14.34
Total 39272			\$14.34
Total One Call Concepts, Inc.			\$14.34
Peninsula Sanitation Service, Inc.			
39273	2016 - September - First Meeting		
Invoice - 9/8/2016 7:04:06 PM			
293785			
001-000-000-514-20-47-01	Garbage Bills		\$354.49
409-000-000-535-00-47-04	Garbage Services		\$96.18
	Pumping for septic line break		
Total Invoice - 9/8/2016 7:04:06 PM			\$450.67
293842			
409-000-000-535-00-47-04	Garbage Services		\$46.51
	Aug Service		
Total Invoice - 9/8/2016 7:06:25 PM			\$46.51
Total 39273			\$497.18
Total Peninsula Sanitation Service, Inc.			\$497.18
PUD No 2 of Pacific County			
39274	2016 - September - First Meeting		
Inv Group 27			

Vendor Number	F Account Number	Description	Amount
	001-000-000-511-60-47-00	Electricity	\$73.75
	001-000-000-522-50-47-00	Electricity	\$251.68
	001-000-000-572-50-47-00	Electricity	\$519.28
	001-000-000-575-50-40-00	Community Bldg Other - Electri	\$346.18
	001-000-000-576-80-47-00	Electricity	\$50.76
	101-000-000-542-63-47-00	Street Light Operating	\$619.62
	401-000-000-534-00-47-00	Electricity	\$2,655.18
	409-000-000-535-00-47-01	Electricity	\$5,691.63
	Total Invoice - 9/8/2016 11:05:50 PM		\$10,208.08
	Total 39274		\$10,208.08
	Total PUD No 2 of Pacific County		\$10,208.08
Robert W. Droll, Landscape Architect, P.S.			
	39275	2016 - September - First Meeting	
	16028-01		
	001-000-000-576-80-49-02	Ilwaco Park From Donations	\$6,048.60
		City Park Project	
	Total Invoice - 9/8/2016 1:34:40 PM		\$6,048.60
	Total 39275		\$6,048.60
	Total Robert W. Droll, Landscape Architect, P.S.		\$6,048.60
Ryan Herco Flow Solutions			
	39276	2016 - September - First Meeting	
	8472058		
	401-000-000-534-00-31-00	Operation & Maintenance	\$93.27
		Parts	
	Total Invoice - 9/8/2016 9:13:31 AM		\$93.27
	Total 39276		\$93.27
	Total Ryan Herco Flow Solutions		\$93.27
Sid's IGA			
	39277	2016 - September - First Meeting	
	002085871626		
	001-000-000-514-20-43-00	Travel/Meals/Lodging	\$23.93
		Meeting refreshments	
	Total Invoice - 9/9/2016 12:06:42 AM		\$23.93
	Total 39277		\$23.93
	Total Sid's IGA		\$23.93
Solutions Yes			
	39278	2016 - September - First Meeting	
	INV 79947		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$20.51

Vendor Number	Account Number	Description	Amount
		Copier Use-August	
	101-000-000-543-30-30-00	Office And Operating	\$20.51
		Copier Use-August	
	401-000-000-534-00-31-06	Office & Customer Service	\$20.51
		Copier Use-August	
	409-000-000-535-00-31-08	Office Supplies & Customer Service	\$20.50
		Copier Use-August	
	Total Invoice - 9/8/2016 2:04:49 PM		\$82.03
	Total 39278		\$82.03
	Total Solutions Yes		\$82.03
Verizon Wireless			
39279		2016 - September - First Meeting	
	9770642781		
	401-000-000-534-00-42-00	Communications	\$62.22
		Water Plant	
	409-000-000-535-00-41-01	Professional Services - Electrician	\$55.82
		D Schweizer	
	Total Invoice - 9/9/2016 12:36:23 AM		\$118.04
	Total 39279		\$118.04
	Total Verizon Wireless		\$118.04
Visa			
39280		2016 - September - First Meeting	
	Ariel Smith		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$6.15
		MyGoToPC Charges	
	001-000-000-514-20-31-00	Office & Operating Supplies	\$0.68
		VISA	
	001-000-000-522-10-31-00	Office & Operating Supplies	\$6.14
		MyGoToPC Charges	
	001-000-000-576-80-31-00	Office & Operating Supplies	\$6.14
		MyGoToPC Charges	
	101-000-000-543-30-30-00	Office And Operating	\$6.14
		MyGoToPC Charges	
	401-000-000-534-00-31-06	Office & Customer Service	\$6.14
		MyGoToPC Charges	
	408-000-000-531-38-31-01	Operations & Maintenance	\$6.14
		MyGoToPC Charges	
	409-000-000-535-00-31-01	Operations And Maintenance	\$6.14
		MyGoToPC Charges	
	Total Invoice - 9/8/2016 9:51:15 PM		\$43.67
	Karen Varshock		

Vendor Number	Account Number	Description	Amount
	001-000-000-522-10-35-00	Small Tools & Equipment	\$297.20
		Firehose Supplies	
		Total Invoice - 9/8/2016 12:05:34 PM	\$297.20
Total 39282			\$297.20
Total WA State Dept. Natural Resources			\$297.20
WA State Dept. of Ecology			
39283		2016 - September - First Meeting	
	2017-WAG641001		
	409-000-000-535-00-31-05	Doe Annual Permit	\$1,701.50
		First half of Annual WW Permit WAG641001	
		Total Invoice - 9/8/2016 7:56:19 AM	\$1,701.50
	NR17125001		
	401-000-000-534-00-31-04	Annual Permit Fees	\$300.00
		Annual WT Lab Accreditation Fee-Non-potable Water	
		Total Invoice - 9/8/2016 8:20:56 AM	\$300.00
Total 39283			\$2,001.50
Total WA State Dept. of Ecology			\$2,001.50
Wadsworth Electric			
39284		2016 - September - First Meeting	
	409338		
	401-000-000-534-00-41-03	Professional Services - Electrician	\$2,185.89
		WA5116-11 De-Chlor Pumps	
		Total Invoice - 9/8/2016 11:38:05 AM	\$2,185.89
	409281		
	401-000-000-534-00-41-03	Professional Services - Electrician	\$2,030.13
		WA5116-11 De-Chlor Pumps	
		Total Invoice - 9/8/2016 9:15:04 AM	\$2,030.13
	409391		
	409-000-000-535-00-41-01	Professional Services - Electrician	\$314.28
		WA5116-16 Fine Screen	
		Total Invoice - 9/9/2016 12:32:09 AM	\$314.28
	409388		
	409-000-000-535-00-41-01	Professional Services - Electrician	\$419.04
		Repair Baker Bay Sew Lift timer	
		Total Invoice - 9/9/2016 12:33:35 AM	\$419.04
Total 39284			\$4,949.34

Vendor Number	F Account Number	Description	Amount
Total Wadsworth Electric			\$4,949.34
Walter E. Nelson Co. of Astoria			
39285		2016 - September - First Meeting	
	406138		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$39.76
		Janitorial Supplies	
	001-000-000-575-50-40-01	Community Bldg Other-Mntc	\$39.76
		Janitorial Supplies	
	001-000-000-576-80-31-00	Office & Operating Supplies	\$39.76
		Janitorial Supplies	
	Total Invoice - 9/8/2016 4:38:13 PM		\$119.28
	Total 39285		\$119.28
Total Walter E. Nelson Co. of Astoria			\$119.28
Wilbur Ellis Company			
39286		2016 - September - First Meeting	
	Inv 10324818		
	001-000-000-576-80-48-00	Repairs & Maintenance	\$199.64
	101-000-000-543-30-30-00	Office And Operating	\$199.64
	Total Invoice - 9/8/2016 4:22:53 PM		\$399.28
	Total 39286		\$399.28
Total Wilbur Ellis Company			\$399.28
Grand Total	Vendor Count	45	\$154,879.73



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

September 12, 2016

RE: Clerk's Report to City Council

On August 31 the Chinook Observer published a lengthy article about the City of Ilwaco and a pond in the Vandalia neighborhood which was sprayed for an invasive weed called Parrot Feather, by Pacific County Vegetation Management.

While the article clearly states that the city followed all protocol and in fact went above and beyond what was required by Department of Agriculture, it was unfortunate that the paper portrayed the story in a fashion which made it seem that the city and homeowner have an adversarial relationship.

I have had the opportunity to speak directly (both before and after the article, but as recently as September 8) with Ms. Bloom, the homeowner who had been originally maintaining the parrot feather for several years prior to vacating the home and managing it as a rental. We both feel that our communication has been and will remain positive so that we can all work together to find a solution to eradicating the weed in a suitable manner for both private owners and the City.

Sincerely,

Holly Beller
Deputy City Clerk

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

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

09-01-16

Page 1 of 2

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for August 2016

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

Long Beach

1002 Total Incidents
Aid Call Assists: 3
Alarms: 6
Animal Complaints: 23
Assaults: 4
Assists: 142
(Includes 19 Law Enforcement Agency Assists Outside City Boundaries)
Burglaries: 1
Disturbance: 31
Drug Inv.: 13
Fire Call Assists: 4
Follow Up: 228
Found/Lost Property: 34
Harassment: 7
Malicious Mischief: 3
MIP – Alcohol: 0
MIP – Tobacco: 0
Missing/Found Persons: 3
Prowler: 2
Runaway: 0
Security Checks: 211
Suspicious: 28
Thefts: 19
Traffic Accidents: 12
Traffic Complaints: 19
Traffic Tickets: 43
Traffic Warnings: 118
Trespass: 27
Warrant Contacts: 10
Welfare Checks: 11

Ilwaco

552 Total Incidents
Aid Call Assists: 2
Alarms: 5
Animal Complaints: 2
Assaults: 2
Assists: 68
Burglaries: 1
Disturbance: 9
Drug Inv.: 0
Fire Call Assists: 0
Follow Up: 115
Found/Lost Property: 6
Harassment: 0
Malicious Mischief: 3
MIP – Alcohol: 0
MIP – Tobacco: 0
Missing/Found Persons: 0
Prowler: 1
Runaway: 2
Security Checks: 217
Suspicious: 15
Thefts: 5
Traffic Accidents: 0
Traffic Complaints: 4
Traffic Tickets: 13
Traffic Warnings: 67
Trespass: 8
Warrant Contacts: 4
Welfare Checks: 3

On August 3rd I, along with other WellSpring members, met with Sergeant Marvin Madtson with the Washington State Liquor and Cannabis Board and the owner of the marijuana retail shop that is going to be opening in Ilwaco. We discussed concerns about advertising and security.

On the 5th the department provided traffic control for the Junior Rodeo Parade.

On the 6th the department provided traffic control for the parade associated with the Jake the Alligator Man Birthday event.

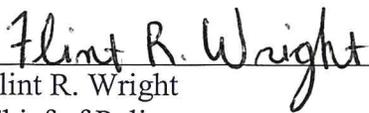
From August 8th – 13th I taught my annual Hunter Education Firearms Safety Course. I only had 8 students in the class this year which is one of the smallest classes I've ever taught.

On the 18th I met with Washington State Parks, Washington State Patrol and the Pacific County Sheriff's Department. We met to discuss this past July 4th holiday and how we felt that it went. There was no doubt that events on the beach were greatly improved from past years. We all believe that the key to the success and the key to future success is involvement from the State Parks. Just for information there were 26 citations issued for illegal camping over the weekend.

Officer Casey Meling attended training August 15th – 19th. The title of the course was "First Level Supervision". Some of the topics covered included coaching and mentoring employees, identifying and managing department resources, evaluating employee performance and managing critical incidences.

Kite Festival Week, August 15th – 21st, was busy. We had a lot of calls but they did not have a thing to do with the festival itself. That festival is very easy to police.

I had a meeting with the other law enforcement officials on the 23rd. We met to plan for Rod Run weekend.



Flint R. Wright
Chief of Police

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing: 09/12/16
Council Discussion Item: 09/12/16 Council Business Item:
- B. Issue/Topic: **CUP for Freedom Market**
- C. Sponsor(s):
1. City Planner Sam Rubin 2. Cassinelli
- D. Background (overview of why issue is before council):
The City of Ilwaco has received a Conditional Use Permit for a Medical/Recreational Marijuana Retailer located at the Port of Ilwaco, 133 Howerton Ave SE.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details):
1. On August 2, 2016 the Ilwaco Planning Commission reviewed the application and determined that it meets the criteria listed under IMC 15.48.090 (C). The Planning Commission recommends approval of the application with the conditions listed in the Staff Report provided by City Planner Sam Rubin.
- F. Impacts:
1. Fiscal: Applicant expects that this will generate \$1000/month in tax revenue, and is a conservative estimate.
2. Legal: Heather Reynolds has worked directly with the planner on this CUP
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/deny) the Conditional Use Permit for Medical/Recreational Marijuana Retailer submitted by 8 Ball Barrister, LLC/Freedom Market located at 133 Howerton Ave SE, Ilwaco WA.**



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

DATE: September 12, 2016
TO: Ilwaco City Council

FROM: Sam Rubin, City Planner
SUBJECT: Freedom Market Recreational/Medicinal Marijuana (Conditional Use Permit),
Parcel No. 73048003009

I. GENERAL INFORMATION

Applicant: 8 Ball Barrister, LLC (Breanna Alleman)

Project Address: 133 Howerton Ave SE

Tax Parcel: 73048003009

Public Notice: Public notice was issued on August 10, 2016

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

Shoreline Master Program: The proposed project is located within the jurisdiction of the City of Ilwaco Shoreline Master Program (SMP), but does not require an exemption letter or a substantial shoreline development permit.

Critical Areas: The project is in compliance with the City of Ilwaco Critical Areas Ordinance No. 614.

Zoning: C-2 Low Density Commercial District.

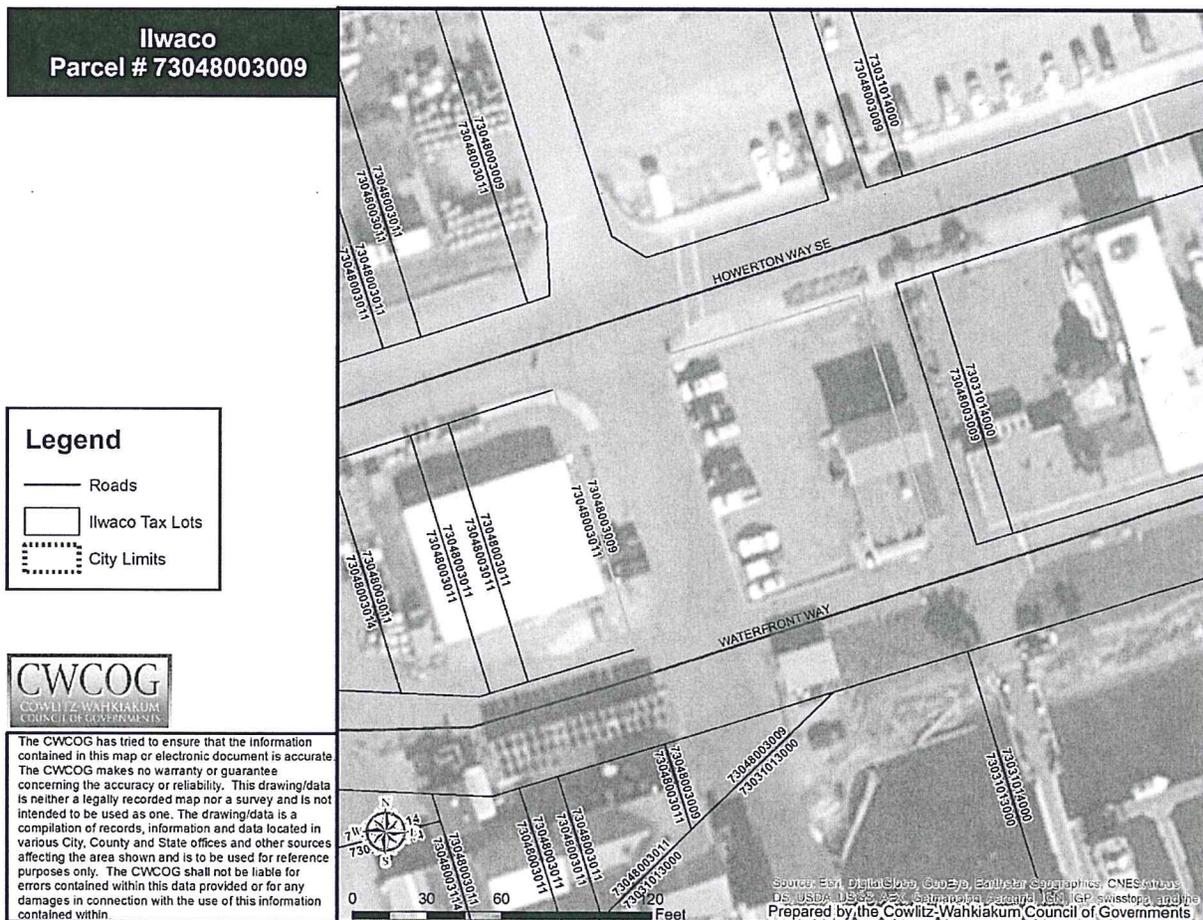
Planning Commission: Ilwaco Planning Commission recommended approval of the conditional use permit on August 2, 2016, contingent on the attorney's opinion of whether a bus stop near the facility met the definition of a transit center. Heather Reynolds determined the facility did not constitute a transit center on August 3, 2016.

Requested Action: The applicant is requesting a conditional use permit to operate a licensed marijuana retail/medical establishment within the C-2 zoning district.

II. SITE INFORMATION

Site Location: The project site is located at 133 Howerton Ave SE on parcel number 73048003009, which is highlighted in the map below. The project site is located approximately 1,000 feet from downtown Ilwaco and is located on Port of Ilwaco property. The subject property is within 75 feet of the Ilwaco boat basin. To get to the property take 1st Avenue South until it turns into Howerton Avenue. The property is 400 feet on the right.

Site Characteristics: The parcel currently has an existing structure and parking lot located on-site. Half of the existing 1,300 square-foot structure is occupied by ASAP Business Solutions. The adjacent property to the west is Englund Marine Supply and The Salt to the east. Across Howerton Avenue to the north of the property is a Port of Ilwaco-owned parking facility.



III. PROJECT INFORMATION

Project Description: On April 28, 2016, the applicant submitted an application for a conditional use permit for a marijuana retail operation at 133 Howerton Avenue. On May 19, 2016, the applicant was informed that the application was deemed incomplete because the parcel number was incorrect, and the applicant did not have a verifiable statement that the property was owned by the applicant, or that the applicant had the consent of all owners of the property. The Port of Ilwaco is the property owner and had not consented to the use upon the site. The applicant worked with the Port and submitted the requested materials on July 12, 2016, at which point the application was deemed complete.

The project proposes to use 600 square feet of an existing 1,300 square-foot structure as a recreational and medical marijuana retail store. The remaining 700 square feet is currently occupied by ASAP Business Solutions.

IV. CITY OF ILWACO ZONING (UNIFIED DEVELOPMENT ORDINANCE-TITLE 15)

Zoning Designation: The project site is zoned C-2 (Low Density Commercial District).

Finding: IMC 15.60.030 (J)(1) states that a marijuana retail establishment may be permitted with a conditional use permit in the core commercial district (C-1) and low density commercial district (C-2) zoning districts. A conditional use permit is required for this project since it is located in the C-2 zoning district.

Finding: The use requires licensure by the Washington State Liquor and Cannabis Board (WSLCB) as a marijuana retailer with a medical endorsement. The City has been notified that WSLCB issued the necessary license and endorsement to the applicant on June 27, 2016 (see Exhibit 1).

Finding: Per RCW 69.50.331(8), the WSLCB is not supposed to issue licenses for proposed marijuana businesses that are located within one thousand (1,000) feet of the following, as measured as the shortest straight line between the property line of the potential location to the property line of the grounds of the entities listed below:

- Elementary or secondary school;
- Playground;
- Recreation center or facility;
- Child care center;
- Public park;
- Public transit center;

- Library; or
- Any game arcade (where admission is not restricted to persons age twenty-one or older)

Finding: On August 3, 2016, Heather Reynolds determined that the bus stop located approximately 290 ft. NE of the proposed facility does not meet the definition of a transit center and therefore does not violate RCW 69.50.331(8). Attached is Heather Reynold’s determination.

Finding: Chapter 15.60 IMC establishes zoning regulations on siting and operations of any structure, activity, or use relating to marijuana production, processing, and retailing associated with recreational marijuana licensed facilities in accordance with RCW Title 69, and subject to the requirements of Chapter 313-55 WAC.

Finding: The project is located within the jurisdiction of the SMP. Commercial uses are an allowed use at the proposed location, and the project does not constitute “development” as defined by RCW 90.58.030 (“a use consisting of the construction or exterior alteration of structures...”). Although the commercial use does not constitute “development”, any subsequent alterations, permanent or temporary, made to the existing structure may require a shoreline substantial development permit or exemption letter.

V. **CONDITIONAL USE PERMIT (15.48.090)**

IMC 15.48.090 Criteria to be considered: A conditional use permit will be granted by the city council based upon a statement of findings that all of the following criteria are satisfied:

1. The proposed use in the proposed location will not be detrimental to other uses legally existing or permitted outright in the zoning district.

Finding: The proposed use as a commercial retail facility for medical and recreational marijuana is not seen as detrimental to other uses legally existing or permitted outright in the zoning district. The intent of the C-2 zoning district is to provide for low density commercial development. The Ilwaco Planning Commission believes the project meets this criterion.

2. The size of the site is adequate for the proposed use.

Finding: The Ilwaco Planning Commission believes this project meets this criterion.

3. The traffic generated by the proposed use will not unduly burden the traffic circulation system in the vicinity.

Finding: The Ilwaco Planning Commission does not believe that the proposed use will unduly burden the traffic circulation system in the vicinity. The project meets this criterion.

4. The other performance characteristics of the proposed use are compatible with those of other uses in the neighborhood or vicinity.

Finding: The Ilwaco Planning Commission believes the project meets this criterion. The proposed use is commercial in nature and located in a commercial zoning district with adjacent properties operating commercial businesses.

5. Adequate buffering devices such as fencing, landscaping or topographic characteristics protect adjacent properties from adverse effects of the proposed use, including adverse visual or auditory effects.

Finding: The Ilwaco Planning Commission believes the project meets this criterion.

6. The other uses in the vicinity of the proposed site are such as to permit the proposed use to function effectively.

Finding: The Ilwaco Planning Commission believes the project meets this criterion.

7. The proposed use complies with the performance standards, parking requirements and other applicable provisions of this title.

Finding: The Ilwaco Planning Commission believes the project meets this criterion. IMC 15.46.040 outlines the number of required parking spaces for retail stores. It states that retail stores require (1) parking space for each two hundred (200) square feet of gross floor area, except when located in a shopping center. For both of the properties the total square footage is 1300 square feet. The minimum parking required for this facility would be (7) spaces, the site currently has (11) parking spaces.

VI. REVIEW CRITERIA (CITY COUNCIL)

City Council review and decision (Title 15.48.090):

- A. After receiving the recommendation from the planning commission on the conditional use permit, and after due notice, the city council will conduct a public hearing on the conditional use permit application, at which it will consider the application, related materials, the city planner's report, the planning commission's recommendation, any SEPA determinations, any comments made at the hearing by the applicant(s), adjoining property owners, and other interested parties.
- B. Following the public hearing, the city council may approve, approve with conditions or deny the conditional use permit request.
- C. A conditional use permit will be granted by the city council based upon a statement of findings that all of the following criteria are satisfied:

1. The proposed use in the proposed location will not be detrimental to other uses legally existing or permitted outright in the zoning district.
 2. The size of the site is adequate for the proposed use.
 3. The traffic generated by the proposed use will not unduly burden the traffic circulation system in the vicinity.
 4. The other performance characteristics of the proposed use are compatible with those of other uses in the neighborhood or vicinity.
 5. Adequate buffering devices such as fencing, landscaping or topographic characteristics protect adjacent properties from adverse effects of the proposed use, including adverse visual or auditory effects.
 6. The other uses in the vicinity of the proposed site are such as to permit the proposed use to function effectively.
 7. The proposed use complies with the performance standards, parking requirements and other applicable provisions of this title.
- D. Every decision made by the city council must include findings of fact and conclusions to support the decision.
- E. The city council has full discretion in applying conditions or denying a requested conditional use.

VII. RECOMMENDATIONS

Recommended Permit Review Action:

The City Planner recommends **Approval** of the conditional use permit.

Recommended Conditions of Approval:

If the planning commission decides to recommend approval of the conditional use permit, the city planner recommends the addition of the following conditions:

1. The applicant must obtain all applicable federal, state, and local permits.
2. The project must meet all zoning standards for Marijuana Licensed Retailers as outlined in 15.60.030 (J) (1-5).
3. The applicant must submit and have approval from the chief of police or designee on the property's site security measures outlined in IMC 15.60.040.
4. This conditional use permit, if not exercised, expires one year after the decision by the city council.

Potential Actions:

1. Recommend approval to the City Council of Conditional Use Permit XXX
2. Recommend approval to the City Council of Conditional Use Permit XXX with conditions
3. Recommend denial of Conditional Use Permit to the City Council

Recommended Conclusions:

1. The proposed project requires a conditional use permit to locate within the C-2 zoning district as per IMC 15.60.030.F.1
2. The project if approved must submit site security measures as outlined in IMC 15.60.040.
3. The Ilwaco Planning Commission recommended approval of August 2, 2016 contingent upon the city attorney, Heather Reynolds, determination of whether or not the nearby bus stop met the definition of a transit center. The City Attorney determined that the bus stop did not meet the definition of a transit center and thus the property was not in violation of RCW 69.50.331(8).

Recommended Findings of Fact:

1. The applicant is 8 Ball Barrister, LLC 705 S. 9th St, Tacoma, WA 98405. The representative for application is Breanna Alleman ,1416 14th Ave, Longview, WA 98632.
2. The project site is located at 113 Howerton Ave SE, Ilwaco, WA.
3. The proposed marijuana retail operation will be located in 600 square feet of an existing 1,300 square-foot structure located on parcel # 73048003009.
4. The proposed use is located in the C-2 zoning district (Low Density Commercial)
5. The project is exempt from SEPA review under WAC 197-11-800(6) B
6. The Ilwaco Planning Commission has recommend approval of the conditional use permit.

Decisions made by the Ilwaco City Council are appealable per IMC 15.08.160.

Questions regarding this staff report can be addressed to Sam Rubin, (360)577-3041 or by email at srubin@cwco.org

Sam Rubin-Planner-City of Ilwaco

cc: Applicant
WSLCB

Licensing & Regulation Division, Rebecca Smith Rebecca.smith@lcb.wa.gov
Southwest Region, Kelly.Higbee@lcb.wa.gov

EXHIBIT 1: MARIJUANA RETAILER LICENSE



Washington State
Liquor and Cannabis Board

Licensing and Regulation
PO Box 43098, 3000 Pacific Ave SE
Olympia WA 98504-3098
Phone – (360) 664-1600
Fax – (360) 753-2710

June 27, 2016

8 BALL BARRISTER, LLC
705 SOUTH 9TH STREET
TACOMAWA 98405

Re: **8 BALL BARRISTER, LLC**
113 HOWERTON AVE
ILWACO WA 98624-9088
LICENSE No.: 421757-7V
UBI: 603-347-956-001-0005

Your license has been approved for the following:

MARIJUANA RETAILER
MEDICAL MARIJUANA

This license is valid through November 30, 2016.

You must post this letter in a public service area as your temporary operating permit. If you do not receive your Business License with marijuana endorsement(s) within 15 days, please contact Department of Revenue's Business Licensing Service/Specialty Licenses at (360) 705-6744.

This license allows you to sell only usable marijuana, marijuana-infused products, and marijuana paraphernalia at retail in retail outlets to persons twenty-one years of age or older. You may only purchase from a licensed marijuana processor. All sales must take place on the licensed premises. No marijuana may be opened or consumed on the premises.

The Washington State Liquor and Cannabis Board (WSLCB) has approved your application to add a **Medical** endorsement to your marijuana retailer license. This endorsement allows you to sell marijuana for medical use to qualifying patients and designated providers.

This endorsement does not become effective until July 1, 2016. It will be renewed annually with your marijuana retail license.

- Persons under twenty-one years of age are **not** permitted on the licensed premises with the exception of:
 - Qualifying patients with a recognition card between the ages of 18-21.
 - Qualifying patients with a recognition card who are under the age of 18 and are accompanied by a designated provider.
- The retailer does not authorize the medical use of marijuana for qualifying patients on the premises or permit health care professionals to authorize the medical use of marijuana for qualifying patients on the premises.



Page 2

- Carry marijuana concentrates and marijuana-infused products that meet the rules and guidelines required by the Department of Health and the WSLCB.
- Keep copies of qualifying patients' or designated providers' authorization card or equivalent records to document validity of tax exempt sales.
- Marijuana licensees may not allow the consumption of marijuana or marijuana-infused products on the licensed premises.

Persons under 21 years of age are not permitted on the premises. A sign reading "Persons under twenty-one years of age not permitted on these premises" must be posted in a conspicuous location at each entry to the premises (WAC 314-55-086).

The licensee must ensure required information is entered into the traceability system and kept completely up-to-date as stated in WAC 314-55-083(4).

Changes in ownership, alterations to your operating and/or floor plan, and business relocation require prior Board approval. If you wish to make such changes, please contact our office for assistance.

In accordance with WAC 314-55-020(11) the issuance of a license by the WSLCB shall not be construed as a license for, or an approval of, any violations of local rules or ordinances including, but not limited to: Building and fire codes, zoning ordinances, and business licensing requirements.

Your marijuana license can be renewed through the Department of Revenue Business Licensing Service. Information on how to do this will be included on your renewal notice.

Sean Houlihan/RMR
Licensing Specialist
360-664-1665

Cc: Tacoma Enforcement Office
City of Ilwaco
File

EXHIBIT 3: WSLCB AND CITY OF ILWACO CORRESPONDENCE



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

May 4, 2016

Washington State Liquor and Cannabis Board
License Division
PO Box 43075
Olympia, WA 98504-3075

RE: New Application UBI 603-347-956-001-0005

Per Ilwaco Municipal Code Chapter 15.60, the City of Ilwaco is unable to approve the application for a marijuana license located at 133 Howerton Ave, Suite B, Ilwaco Washington, 98624.

Per 15.60.030 (J) "Marijuana licensed retail establishments may be permitted with a conditional use permit..."

The referenced applicant has submitted a Conditional Use Permit Application to the City, however the permit has not been granted and it is expected to take about three months to complete the process.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Cassinelli".

Mike Cassinelli
Mayor, Ilwaco Washington



NOTICE OF MARIJUANA LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: http://lcb.wa.gov

RETURN TO: localauthority@sp.lcb.wa.gov

TO: CITY CLERK OF ILWACO

DATE: 5/03/16

RE: NEW APPLICATION
UBI: 603-347-956-001-0005

CORRECTED L/A

License: 421757 - 7A County: 25

APPLICANTS:

8 BALL BARRISTER, LLC

Tradename: 8 BALL BARRISTER, LLC

BERNEBURG, JAY
1955-12-28
FISCHL, JOSHUA
1987-10-07

Loc Addr: 113 HOWERTON AVE
STE B
ILWACO, WA 98624-9088

Mail Addr: 705 SOUTH 9TH STREET
STE 206
TACOMA, WA 98405

Phone No.: 253-572-1500 JAY BERNEBURG

Privileges Applied For:
MARIJUANA RETAILER
MEDICAL MARIJUANA

As required by RCW 69.50.331(7) the Liquor and Cannabis Board is notifying you that the above has applied for a marijuana license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our Marijuana CHRI desk at (360) 664-1704.

- 1. Do you approve of applicant? YES NO
2. Do you approve of location? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? YES NO
4. If you disapprove, per RCW 69.50.331(7)(c) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



Washington State
Liquor and Cannabis Board

May 3, 2016

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

Re: Application for Marijuana Retailer
8 Ball Barrister, LLC
133 Howerton Ave, Suite B
Ilwaco, WA 98624-9088
License #: 421757-7A
UBI #: 603 347 956 001 0005

This letter is to inform you of our decision on the above application. We received your response to our April 5, 2016 notice of application. Your response, dated April 5, 2016, indicated disapproval of the applicant and location for this application. Based on WAC 314-55-050, your objection is not grounds for seeking denial of an application because it fails to meet any of the elements contained in that regulation. The Liquor and Cannabis Board cannot support denial of the application based upon a conditional use permit. That is the business of the given city or county and are not within the Board's jurisdiction.

This notification is for courtesy purposes only and we will not be offering nor granting you a hearing on this decision.

If you have any questions, please contact Nicola Reid, Supervisor, at (360) 725-0111.

Sincerely,

A handwritten signature in black ink, appearing to read "Rebecca Smith".

Rebecca Smith, Director
Licensing and Regulation Division

cc: Sean Houlihan, Licensing Specialist Senior, WSLCB Licensing and Regulation Division
Nicola Reid, Supervisor, WSLCB Licensing and Regulation Division
File copy



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

Washington State Liquor and Cannabis Board
License Division
PO Box 43075
Olympia, WA 98504-3075

April 5, 2016

RE: New Application UBI 603-347-956-001-0005

Per Ilwaco Municipal Code Chapter 15.60, the City of Ilwaco is unable to approve the application for a marijuana license located at 133 Howerton Ave, Suite B, Ilwaco Washington, 98624.

Per 15.60.030 (J) "Marijuana licensed retail establishments may be permitted with a conditional use permit..."

The referenced applicant has not submitted a Conditional Use Permit Application to the city as of today's date.

Sincerely,


Mike Cassinelli
Mayor, Ilwaco Washington



RECEIVED APR 05 2016

NOTICE OF MARIJUANA LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: http://lcb.wa.gov

RETURN TO: localauthority@sp.lcb.wa.gov

TO: CITY CLERK OF ILWACO

DATE: 4/05/16

RE: NEW APPLICATION
UBI: 603-347-956-001-0005

License: 421757 - 7A County: 25

APPLICANTS:

8 BALL BARRISTER, LLC

Tradename: 8 BALL BARRISTER, LLC

BERNEBURG, JAY
1955-12-28
FISCHL, JOSHUA
1987-10-07

Loc Addr: 133 HOWERTON AVE
STE B
ILWACO, WA 98624-9088

Mail Addr: 3833 PACIFIC AVE STE C
TACOMA, WA 98418-7897

Phone No.: 253-572-1500 JAY BERNEBURG

Privileges Applied For:
MARIJUANA RETAILER
MEDICAL MARIJUANA

As required by RCW 69.50.331(7) the Liquor and Cannabis Board is notifying you that the above has applied for a marijuana license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our Marijuana CHRI desk at (360) 664-1704.

- 1. Do you approve of applicant?
2. Do you approve of location?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 69.50.331(7)(c) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

4/12/16
DATE

[Signature]
SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

EXHIBIT 4: CODE REFERENCES

WAC 314-55-050 (10):

(10) The WSLCB shall not issue a new marijuana license if the proposed licensed business is within one thousand feet of the perimeter of the grounds of any of the following entities. The distance shall be measured as the shortest straight line distance from the property line of the proposed building/business location to the property line of the entities listed below:

- (a) Elementary or secondary school;*
- (b) Playground;*
- (c) Recreation center or facility;*
- (d) Child care center;*
- (e) Public park;*
- (f) Public transit center;*
- (g) Library; or*
- (h) Any game arcade (where admission is not restricted to persons age twenty-one or older).*

IMC 15.60.030.F:

Businesses that are licensed to produce, process, or sell marijuana shall not be located within one thousand (1,000) feet of the perimeter of the grounds of any of the following entities. The distance shall be measured along the most direct route over or across established public walks, streets, or other public passageway between the proposed building/business locations to the perimeter of the grounds of the entities listed below as defined in WAC 314-55-010.

- 1. Elementary or secondary school;*
- 2. Playground;*
- 3. Recreation center or facility;*
- 4. Child care center, including a child care center located in churches;*
- 5. Public park;*
- 6. Public transit center;*
- 7. Library;*
- 8. Game arcade;*
- 9. Any parcel containing a marijuana retail business.*

EXHIBIT 5: CITY ATTORNEY DETERMINATION

From: Heather Reynolds [<mailto:heather@reynoldsattorney.com>]

Sent: Wednesday, August 03, 2016 5:13 PM

To: Holly Beller <clerk@ilwaco-wa.gov>

Cc: S Rubin <srubin@cwco.org>; 'Johnson, Deborah' <djohnson@cwco.org>

Subject: Port of Ilwaco Bus Shelter

Holly,

I have been asked whether the bus shelter at the corner of Pearl and Howerton, which is two roofed plastic or glass enclosures situated facing each other, together with a wood kiosk covered by a roof that contains a wood bench, is a "transit center" within the meaning of WAC 314-55-010(26). The shelter is served by three routes of Pacific Transit buses (although two of the routes are appear from the Pacific Transit schedule to be served by the same bus).

WAC 314-55-010(26) defines a public transit center as follows: "Public transit center' means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers."

There is no Washington statute or case law defining a "transit center". A "transit facility" is defined in RCW 9.91.025(2)(a) and is synonymous with the term "transit station". It includes all "passenger facilities, structures, stops, shelters...of all kinds that are owned, leased or used by a transit authority..." Both a transit center and a bus stop meet the definition of "transit facilities". If the legislature or Washington State Liquor and Cannabis Board had wanted to restrict the location of a marijuana retail outlet relative to a bus stop, it could have used that term or the term "transit facility", as defined in statute instead of the term "transit center".

The fact that a term "transit center" was used instead of "transit facility", shows the intent to limit the restriction only to "centers". The term "center" implies it is a midpoint or central point [in this case of a transit system] Blacks Law Dictionary, 4th ed.. A review of existing "transit centers" in Washington, shows they are all buildings where numerous different bus (or other modes of transportation) routes converge, and where usually one can buy tickets and obtain information. The definition itself states it is "an efficient hub" where "where several bus or other transit routes converge". "Several" is defined as "more than two". Blacks Law Dictionary, 4th Ed. The City of Seattle, on the FAQ page for its Department of Transportation's Westlake project, http://www.seattle.gov/transportation/westlake_faq.htm describes a transportation hub as follows:

“”What is a transportation “hub”?”

A hub is a planning term that typically denotes a place with high transit activity, usually where different transportation modes (bus, streetcar, light rail, commuter rail, ferry, bicycles, taxi, etc) converge and facilitate large transfer volumes from one mode to another. The other transportation hubs identified for Center City Seattle are King Street Station and Washington State Ferries’ Colman Dock.”

The Washington State Department of Transportation, in its design specification manual , <http://www.wsdot.wa.gov/publications/manuals/fulltext/M22-01/1430.pdf> has this to say about the design of “transit centers”;

“1430.05

Transfer/Transit Centers

Transfer/transit centers are large multimodal bus stops where buses on a number of routes converge to allow riders the opportunity to change buses or transfer to other modes. Transit centers are frequently major activity centers and serve as destination points. Many factors dictate the particular needs of each transit center. Design of a transit center considers such features as passenger volume; number of buses on the site at one time; local auto and pedestrian traffic levels; and universal access. Transit agencies generally lead in the development of transfer/transit centers, and their standards apply. Consult the AASHTO Guide for Geometric Design of Transit Facilities on Highways and Streets for more comprehensive overviews and design guidelines for these facilities.”

The design manual does, however, have detailed specifications for bus passenger shelters in Section 1430.03. If WSDOT thought a shelter was a “transit center” presumably the shelter design standards would have been included in the “transit center” specifications.

Given the fact the term “transit center” was used, rather than the broader and statutorily defined “transit facility”, and given that WAC 314-55-010(26) requires several routes to converge at the center, and that a center be an “efficient hub”, I do not believe the term “transit center” as defined in WAC 314-55-010(26) includes a bus shelter. This is supported by the use of the term “transit center” for describing Washington’s large urban transportation hub facilities, where a number of either transit routes or modes of transportation meet. A bus shelter cannot be described in that manner.

Heather

Heather Reynolds
Attorney at Law
PO Box 145
Astoria, OR 97103
Phone 503-325-8449
Fax 503-338-2969



**CITY OF ILWACO
PLANNING COMMISSION MEETING**

Tuesday, August 2, 2016

A. Call to Order

1. Chair Nancy McAllister called the meeting to order at 6:00 p.m.

B. Roll Call

1. Present: Commissioner Beth Hash, Commissioner Jackie Sheldon, Commissioner Nancy McAllister, Commissioner K Harrison. Position 3 is currently vacant.
2. Staff: Sam Rubin, City Planner

C. Approval of Agenda

ACTION: Motion to approve the agenda. (Sheldon/Hash) 4 Ayes 0 Nays 0 Abstain

D. Approval of Minutes

**ACTION: Motion to approve the Regular Meeting minutes of June 21, 2016.
(Sheldon/Hash) 4 Ayes 0 Nays 0 Abstain.**

E. Reports

1. **Commissioner Reports**
 - A. None
2. **Staff Reports**
 - A. None

F. Comments of Citizens and Guests Present

1. None

G. Discussion

1. Freedom Market CUP

City Planner Sam Rubin presented the commission with a Staff Report on the Conditional Use Permit application for a Medical/Recreational Marijuana Retailer located at the Port of Ilwaco. The use is an allowed use for the zoning district with an approved Conditional Use Permit. Public Notice for the Public hearing will be issued on Aug. 24, 2016 with a notice to anyone within a 300' buffer. Exemption from SMP is not required because this is not a new development, just a changing use. The building in question is a total of 1300sf, however only about 600sf will be used for the applicable purpose. Upon initial review of the CUP application by the City Planner it was determined that the application was incomplete and needed include consent from the property owner (Port of Ilwaco) for the proposed use. Breanna Alleman and Cathy Nelson were present for the discussion and offered information to PC and answered questions directly from the members which included their business history in Kelso/Longview, personal backgrounds, and expectations for the proposed store location at the port. Sam Rubin led the PC in reviewing the conditions for the CUP approval basis which included;

1. The proposed use in the proposed location will not be detrimental to other uses legally existing or permitted outright in the zoning district;
2. The size of the site is adequate for the proposed use;
3. The traffic generated by the proposed use will not unduly burden the traffic circulation system in the vicinity;
4. The other performance characteristics of the proposed use are compatible with those of other uses in the neighborhood or vicinity;
5. Adequate buffering devices such as fencing, landscaping or topographic characteristics protect adjacent properties from adverse effects of the proposed use, including adverse visual or auditory effects;
6. The other uses in the vicinity of the proposed site are such as to permit the proposed use to function effectively;
7. The proposed use complies with the performance standards, parking requirements and other applicable provisions of this title.

Planning Commission found that the above conditions were met with the exception of number 7 which brings attention to the 1000' buffer from certain entities as outlines in WAC 314-55-010, specifically the Pacific Transit bus shelter located on Howerton Way and approximately 298' from the proposed location. Planning Commission requested a legal opinion from the City Attorney on whether or not the bus shelter could be defined as a "Public Transit Center".

ACTION: Motion to request a Legal Opinion from Heather Reynolds to define "Public Transit Center" and how the term may apply to the bus shelter located on Howerton Ave. Based on the result of that opinion; if the shelter should be deemed a "Public Transit Center" than this topic shall be tabled until the next Planning Commission meeting, and if the shelter should NOT be deemed a "Public Transit Center" the Planning Commission recommends approval of the Conditional Use Permit with the following conditions: The applicant must obtain all applicable federal, state, and local permits, The project must meet all zoning standards for Marijuana Licensed Retailers as outlined in 15.60.030 (J) (1-5). , The applicant must submit and have approval from the chief of police or designee on the property's site security measures outlined in IMC 15.60.040. , This conditional use permit, if not exercised, expires one year after the decision by the city council.

(Sheldon/Hash) 4 Ayes 0 Nays 0 Abstain

H. Adjournment

The next meeting will be September 6, 2016

ACTION: Motion to adjourn the meeting (McAllister). Chair McAllister adjourned the meeting at 7:34 p.m.


 Nancy McAllister, Chair


 Holly Beller, Deputy City Clerk



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

DATE: August 2, 2016
TO: Ilwaco Planning Commission

FROM: Sam Rubin, City Planner
SUBJECT: Freedom Market Recreational/Medicinal Marijuana (Conditional Use Permit),
Parcel No. 73048003009

I. GENERAL INFORMATION

Applicant: 8 Ball Barrister, LLC (Breanna Alleman)

Project Address: 133 Howerton Ave SE

Tax Parcel: 73048003009

Public Notice: Public notice is expected to be issued on August 10, 2016

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

Shoreline Master Program: The proposed project is located within the jurisdiction of the City of Ilwaco Shoreline Master Program (SMP) but does not require an exemption letter or a substantial shoreline development permit.

Critical Areas: The project is in compliance with the City of Ilwaco Critical Areas Ordinance No. 614.

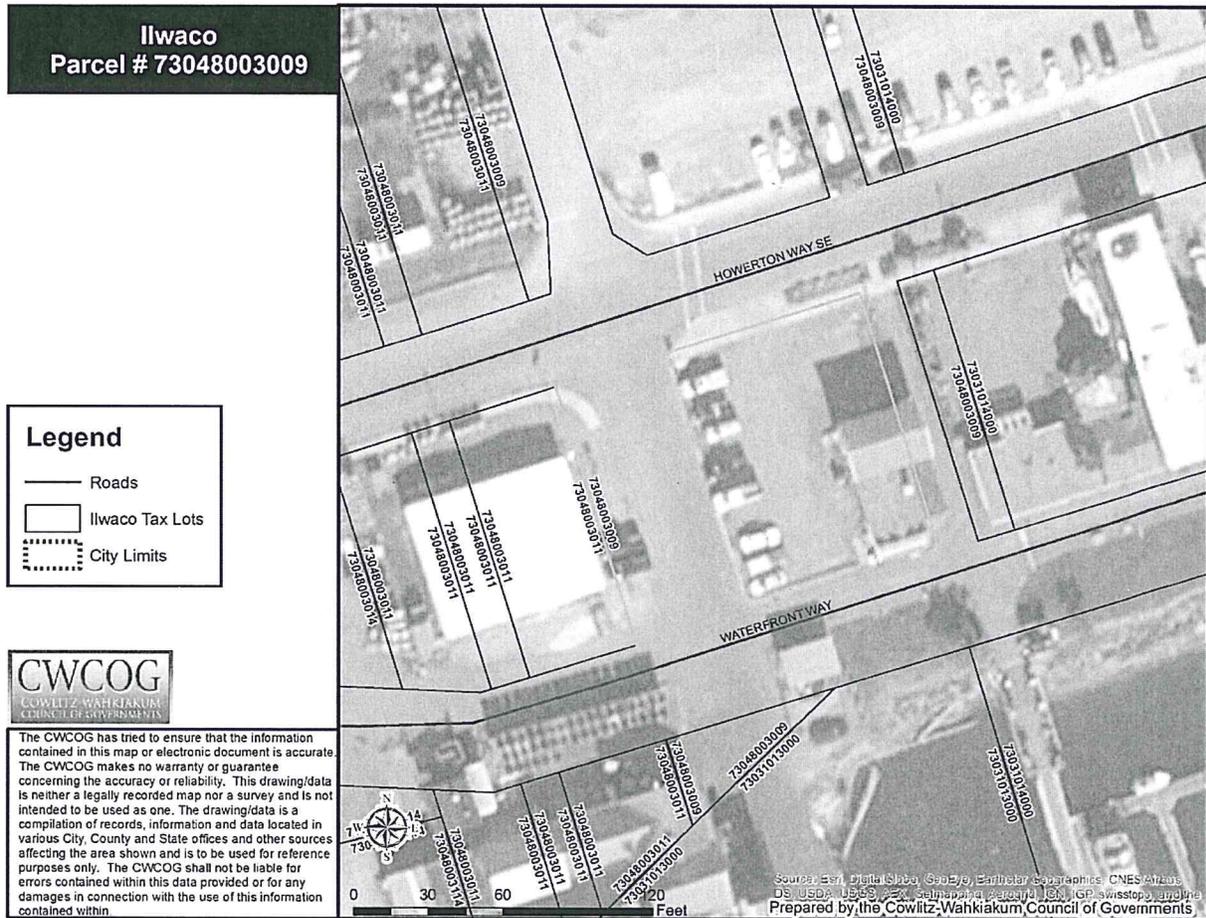
Zoning: C-2 Low Density Commercial District

Requested Action: The applicant is requesting a conditional use permit to operate a licensed marijuana retail/medical establishment within the C-2 zoning district.

II. SITE INFORMATION

Site Location: The project site is located at 133 Howerton Ave SE on parcel number 73048003009, which is highlighted in the map below. The project site is located approximately 1,000 feet from downtown Ilwaco and is located on Port of Ilwaco property. The subject property is within 75 feet of the Ilwaco boat basin. To get to the property take 1st Avenue South until it turns into Howerton Avenue. The property is 400 feet on the right.

Site Characteristics: The parcel currently has an existing structure and parking lot located on-site. Half of the existing 1,300 square-foot structure is occupied by ASAP Business Solutions. The adjacent property to the west is Englund Marine Supply and The Salt to the east. Across Howerton Avenue to the north of the property is a Port of Ilwaco-owned parking facility.



III. PROJECT INFORMATION

Project Description: On April 28, 2016, the applicant submitted an application for a conditional use permit for a marijuana retail operation at 133 Howerton Avenue. On May 19, 2016, the applicant was informed that the application was deemed incomplete because the the parcel number was incorrect, and the applicant did not have a verifiable statement that the property was owned by the applicant, or that the applicant had the consent of all owners of the property. The Port of Ilwaco is the property owner and had not consented to the use upon the

site. The applicant worked with the Port and submitted the requested materials on July 12, 2016, at which point the application was deemed complete.

The project proposes to use 600 square feet of an existing 1,300 square-foot structure as a recreational and medical marijuana retail store. The remaining 700 square feet is currently occupied by ASAP Business Solutions.

IV. CITY OF ILWACO ZONING (UNIFIED DEVELOPMENT ORDINANCE-TITLE 15)

Zoning Designation: The project site is zoned C-2 (Low Density Commercial District).

Finding: IMC 15.60.030 (J)(1) states that a marijuana retail establishment may be permitted with a conditional use permit in the core commercial district (C-1) and low density commercial district (C-2) zoning districts. A conditional use permit is required for this project since it is located in the C-2 zoning district.

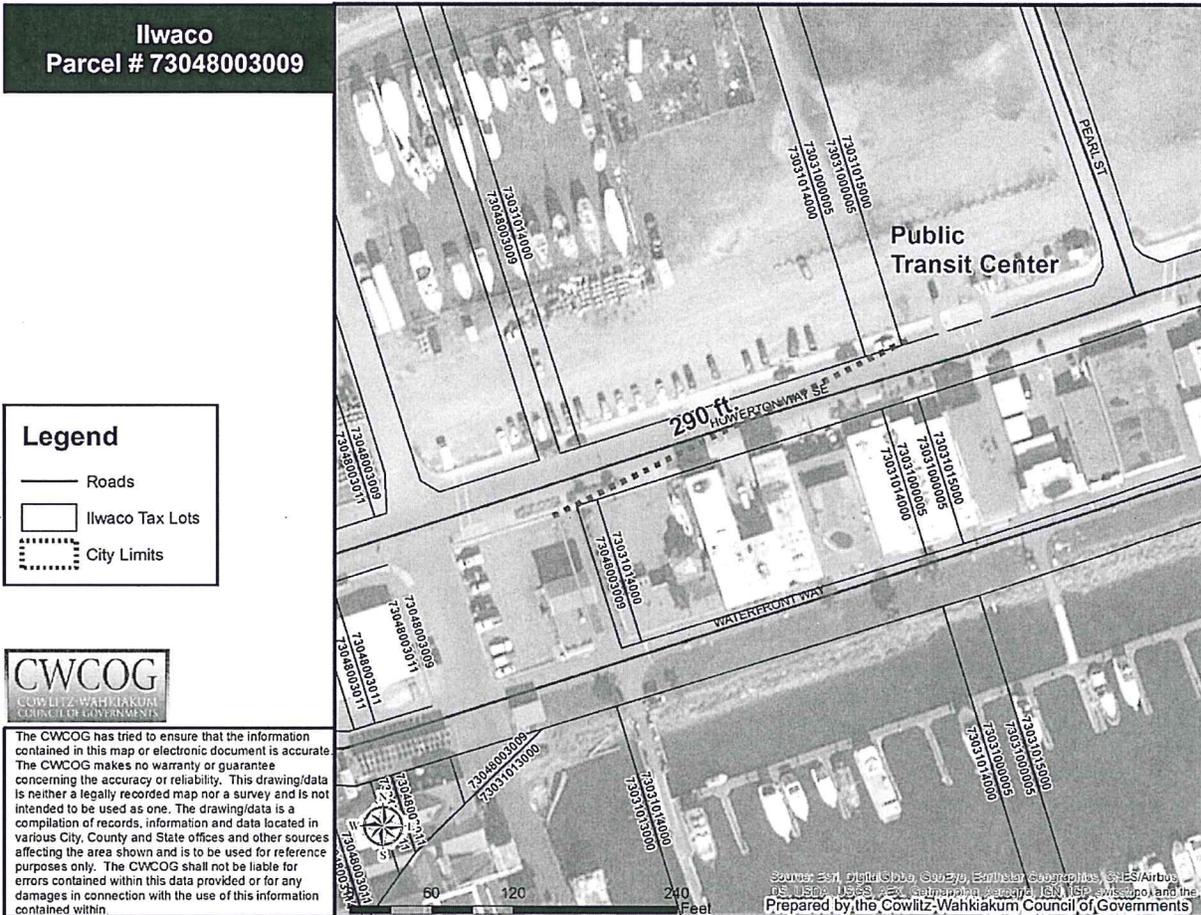
Finding: The use requires licensure by the Washington State Liquor and Cannabis Board (WSLCB) as a marijuana retailer with a medical endorsement. The City has been notified that WSLCB issued the necessary license and endorsement to the applicant on June 27, 2016 (see Exhibit 1).

Finding: Per RCW 69.50.331(8), the WSLCB is not supposed to issue licenses for proposed marijuana businesses that are located within one thousand (1,000) feet of the following, as measured as the shortest straight line between the property line of the potential location to the property line of the grounds of the entities listed below:

- Elementary or secondary school;
- Playground;
- Recreation center or facility;
- Child care center;
- Public park;
- Public transit center;
- Library; or
- Any game arcade (where admission is not restricted to persons age twenty-one or older)

From the northeast corner of the proposed property a public transit center is located approximately 290 ft to the northeast (see map below). Routes 20, 24, and 50 all converge at this transit center. Additionally, one can conceivably get there from routes further north on the Pacific system (Routes 14 and 32) as they connect with one another and Route 50; from Cowlitz or Wahkiakum counties via the Wahkiakum on the Move's Naselle route (connects with Route 50); and from several routes in Oregon's Sunset Empire Transportation District to the south and

east of Astoria, that connect at Astoria (connects to Route 24). In 2005, the Federal Transit Administration provided \$84,000 in park-and-ride funding for development of the transit center (see Exhibit 2).



Finding: The WSLCB issued the marijuana retail license in violation of RCW 69.50.331(8) since the location is within 1,000 feet of a public transit center. RCW 69.50.331(8) allows a city to reduce the distance to less than 1,000 feet, but not less than 100 feet. This is not done at the individual permit level, but by ordinance and amendment of the municipal code. The City of Ilwaco has not done so. IMC 15.60.030 (F) states that businesses licensed to sell marijuana shall not be located within 1,000 feet of a public transit center. Although the property is within 1,000 feet of a public transit center, the applicant has a valid license from the state but still does not meet Ilwaco code zoning regulations. This creates a conundrum since the applicant has a valid state license to operate but does not meet Ilwaco zoning standards. On the presently proposed site, the use could not be modified to meet the zoning standards because of the site’s proximity to a transit center. Correspondence between the City and the WSLCB are attached as Exhibit 3.

Finding: The project is located within the jurisdiction of the SMP. Commercial uses are an allowed use at the proposed location, and the project does not constitute “development” as defined by RCW 90.58.030 (“a use consisting of the construction or exterior alteration of structures...”). Although the commercial use does not constitute “development” any subsequent alterations, permanent or temporary, made to the existing structure may require a shoreline substantial development permit or exemption letter.

V. REVIEW CRITERIA (PLANNING COMMISSION AND CITY COUNCIL)

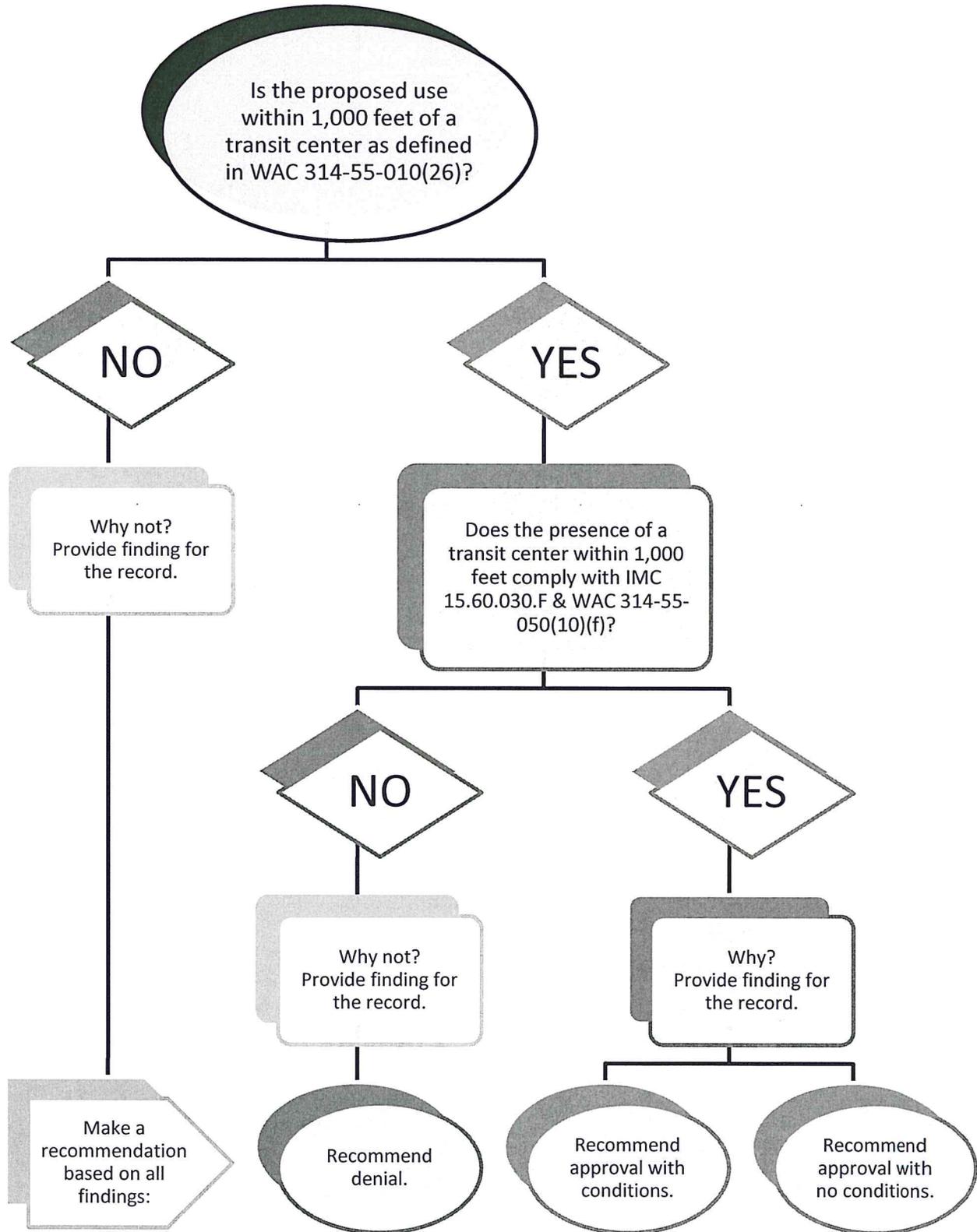
Planning Commission review (Title 15.48. 080):

- A. After receiving the city planner’s report, the planning commission will consider the criteria listed in Sections 15.48.090 (C) 1-7, then make a recommendation on the conditional use permit to the city council specific to the following findings:
 - 1. The proposed use in the proposed location will not be detrimental to other uses legally existing or permitted outright in the zoning district.
 - 2. The size of the site is adequate for the proposed use.
 - 3. The traffic generated by the proposed use will not unduly burden the traffic circulation system in the vicinity
 - 4. The other performance characteristics of the proposed use are compatible with those of other uses in the neighborhood or vicinity.
 - 5. Adequate buffering devices such as fencing, landscaping or topographic characteristics protect adjacent properties from adverse effects of the proposed use, including adverse visual or auditory effects.
 - 6. The other uses in the vicinity of the proposed site are such as to permit the proposed use to function effectively.
 - 7. The proposed use complies with the performance standards, parking requirements and other applicable provisions of this title
- B. Every recommendation of the planning commission must be in writing and must include findings of fact and conclusions to support the recommendation.
- C. Recommendations of the planning commission are advisory only.

VI. RECOMMENDATIONS

Recommended Permit Review Action:

The City Planner recommends the Ilwaco Planning Commission review and consider whether the proposed use is in compliance with WAC 314-55-010(26) and IMC 15.060.030.F. The following decision tree is provided to assist the planning commission in formulating findings and recommendations on this matter. For the commission’s convenience, the referenced codes are included in Exhibit 4.



Recommended Conditions of Approval:

If the planning commission decides to recommend approval of the conditional use permit, the city planner recommends the addition of the following conditions:

1. The applicant must obtain all applicable federal, state, and local permits.
2. The project must meet all zoning standards for Marijuana Licensed Retailers as outlined in 15.60.030 (J) (1-5).
3. The applicant must submit and have approval from the chief of police or designee on the property's site security measures outlined in IMC 15.60.040.
4. This conditional use permit, if not exercised, expires one year after the decision by the city council.

Potential Actions:

1. Recommend approval to the City Council of Conditional Use Permit XXX
2. Recommend approval to the City Council of Conditional Use Permit XXX with conditions
3. Recommend denial of Conditional Use Permit to the City Council

Recommended Conclusions:

1. The proposed project requires a conditional use permit to locate within the C-2 zoning district as per IMC 15.60.030.F.1
2. The project if approved must submit site security measures as outlined in IMC 15.60.040.

Recommended Findings of Fact:

1. The applicant is 8 Ball Barrister, LLC 705 S. 9th St, Tacoma, WA 98405. The representative for application is Breanna Alleman ,1416 14th Ave, Longview, WA 98632.
2. The project site is located at 113 Howerton Ave SE, Ilwaco, WA.
3. The proposed marijuana retail operation will be located in 600 square feet of an existing 1,300 square-foot structure located on parcel # 73048003009.
4. The proposed use is located in the C-2 zoning district (Low Density Commercial)
5. The project is exempt from SEPA review under WAC 197-11-800(6) B

Decisions made by the Ilwaco City Council are appealable per IMC 15.08.160.

Questions regarding this staff report can be addressed to Sam Rubin, (360)577-3041 or by email at srubin@cwco.org

Sam Rubin-Planner-City of Ilwaco

cc: Applicant
WSLCB

Licensing & Regulation Division, Rebecca Smith Rebecca.smith@lcb.wa.gov
Southwest Region, Kelly.Higbee@lcb.wa.gov

EXHIBIT 1: MARIJUANA RETAILER LICENSE



Washington State
Liquor and Cannabis Board

Licensing and Regulation
PO Box 43098, 3000 Pacific Ave SE
Olympia WA 98504-3098
Phone – (360) 664-1600
Fax – (360) 753-2710

June 27, 2016

8 BALL BARRISTER, LLC
705 SOUTH 9TH STREET
TACOMAWA 98405

Re: **8 BALL BARRISTER, LLC**
113 HOWERTON AVE
ILWACO WA 98624-9088
LICENSE No.: **421757-7V**
UBI: **603-347-956-001-0005**

Your license has been approved for the following:

MARIJUANA RETAILER
MEDICAL MARIJUANA

This license is valid through November 30, 2016.

You must post this letter in a public service area as your temporary operating permit. If you do not receive your Business License with marijuana endorsement(s) within 15 days, please contact Department of Revenue's Business Licensing Service/Specialty Licenses at (360) 705-6744.

This license allows you to sell only usable marijuana, marijuana-infused products, and marijuana paraphernalia at retail in retail outlets to persons twenty-one years of age or older. You may only purchase from a licensed marijuana processor. All sales must take place on the licensed premises. No marijuana may be opened or consumed on the premises.

The Washington State Liquor and Cannabis Board (WSLCB) has approved your application to add a **Medical** endorsement to your marijuana retailer license. This endorsement allows you to sell marijuana for medical use to qualifying patients and designated providers.

This endorsement does not become effective until July 1, 2016. It will be renewed annually with your marijuana retail license.

- Persons under twenty-one years of age are **not** permitted on the licensed premises with the exception of:
 - Qualifying patients with a recognition card between the ages of 18-21.
 - Qualifying patients with a recognition card who are under the age of 18 and are accompanied by a designated provider.
- The retailer does not authorize the medical use of marijuana for qualifying patients on the premises or permit health care professionals to authorize the medical use of marijuana for qualifying patients on the premises.



Page 2

- Carry marijuana concentrates and marijuana-infused products that meet the rules and guidelines required by the Department of Health and the WSLCB.
- Keep copies of qualifying patients' or designated providers' authorization card or equivalent records to document validity of tax exempt sales.
- Marijuana licensees may not allow the consumption of marijuana or marijuana-infused products on the licensed premises.

Persons under 21 years of age are not permitted on the premises. A sign reading "Persons under twenty-one years of age not permitted on these premises" must be posted in a conspicuous location at each entry to the premises (WAC 314-55-086).

The licensee must ensure required information is entered into the traceability system and kept completely up-to-date as stated in WAC 314-55-083(4).

Changes in ownership, alterations to your operating and/or floor plan, and business relocation require prior Board approval. If you wish to make such changes, please contact our office for assistance.

In accordance with WAC 314-55-020(11) the issuance of a license by the WSLCB shall not be construed as a license for, or an approval of, any violations of local rules or ordinances including, but not limited to: Building and fire codes, zoning ordinances, and business licensing requirements.

Your marijuana license can be renewed through the Department of Revenue Business Licensing Service. Information on how to do this will be included on your renewal notice.

Sean Houlihan/RMR
Licensing Specialist
360-664-1665

Cc: Tacoma Enforcement Office
City of Ilwaco
File

EXHIBIT 2: FTA FUNDING RECORD



White House Website

Home

Agency: Department of Transportation
Bureau: Federal Transit Administration
Account: Formula and Bus Grants (69-8350)
Certifying Official: Director, Office of Budget
Contact Information: <http://WWW.DOT.GOV> 202-366-4570

"Ilwaco, WA Construct park and ride "

1 recipient will receive \$84,000. This is a first-time earmark.

Description: "Ilwaco, WA Construct park and ride "

Year Enacted: 2005
 Code: E2006-BUSP-1050

Beneficiary/Recipient	Amount (\$k)	Program	Type	Address
Not yet Available	\$84		Locality	Olympia, WA
Citation Source: Authorization Statute Reference: 109-59 Citation Excerpt: 109-59 Sec. 3044. Projects for Bus and Bus-Related Facilities and Clean Fuels Grant Program. (a) Projects. Of the amounts made available to carry out section 5309(m)(2)(C) of title 49, United States Code, for each of fiscal years 2006 through 2009, the Secretary shall make funds available for the following projects in not less than the amounts specified for the fiscal year: [the list of projects provided on pages 520-551 of Public Law 109-59 included this earmark].				

EXHIBIT 3: WSLCB AND CITY OF ILWACO CORRESPONDENCE



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

May 4, 2016

Washington State Liquor and Cannabis Board
License Division
PO Box 43075
Olympia, WA 98504-3075

RE: New Application UBI 603-347-956-001-0005

Per Ilwaco Municipal Code Chapter 15.60, the City of Ilwaco is unable to approve the application for a marijuana license located at 133 Howerton Ave, Suite B, Ilwaco Washington, 98624.

Per 15.60.030 (J) "Marijuana licensed retail establishments may be permitted with a conditional use permit..."

The referenced applicant has submitted a Conditional Use Permit Application to the City, however the permit has not been granted and it is expected to take about three months to complete the process.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Cassinelli". The signature is fluid and cursive, written over a horizontal line.

Mike Cassinelli
Mayor, Ilwaco Washington



NOTICE OF MARIJUANA LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: http://lcb.wa.gov

RETURN TO: localauthority@sp.lcb.wa.gov

TO: CITY CLERK OF ILWACO

DATE: 5/03/16

RE: NEW APPLICATION
UBI: 603-347-956-001-0005

CORRECTED L/A

License: 421757 - 7A County: 25

APPLICANTS:

8 BALL BARRISTER, LLC

Tradename: 8 BALL BARRISTER, LLC

BERNEBURG, JAY

1955-12-28

FISCHL, JOSHUA

1987-10-07

Loc Addr: 113 HOWERTON AVE
STE B
ILWACO, WA 98624-9088

Mail Addr: 705 SOUTH 9TH STREET
STE 206
TACOMA, WA 98405

Phone No.: 253-572-1500 JAY BERNEBURG

Privileges Applied For:
MARIJUANA RETAILER
MEDICAL MARIJUANA

As required by RCW 69.50.331(7) the Liquor and Cannabis Board is notifying you that the above has applied for a marijuana license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our Marijuana CHRI desk at (360) 664-1704.

- 1. Do you approve of applicant? YES NO
2. Do you approve of location? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? YES NO
4. If you disapprove, per RCW 69.50.331(7)(c) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



Washington State
Liquor and Cannabis Board

May 3, 2016

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

Re: Application for Marijuana Retailer
8 Ball Barrister, LLC
133 Howerton Ave, Suite B
Ilwaco, WA 98624-9088
License #: 421757-7A
UBI #: 603 347 956 001 0005

This letter is to inform you of our decision on the above application. We received your response to our April 5, 2016 notice of application. Your response, dated April 5, 2016, indicated disapproval of the applicant and location for this application. Based on WAC 314-55-050, your objection is not grounds for seeking denial of an application because it fails to meet any of the elements contained in that regulation. The Liquor and Cannabis Board cannot support denial of the application based upon a conditional use permit. That is the business of the given city or county and are not within the Board's jurisdiction.

This notification is for courtesy purposes only and we will not be offering nor granting you a hearing on this decision.

If you have any questions, please contact Nicola Reid, Supervisor, at (360) 725-0111.

Sincerely,

A handwritten signature in black ink, appearing to read "Rebecca Smith".

Rebecca Smith, Director
Licensing and Regulation Division

cc: Sean Houlihan, Licensing Specialist Senior, WSLCB Licensing and Regulation Division
Nicola Reid, Supervisor, WSLCB Licensing and Regulation Division
File copy



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

Washington State Liquor and Cannabis Board
License Division
PO Box 43075
Olympia, WA 98504-3075

April 5, 2016

RE: New Application UBI 603-347-956-001-0005

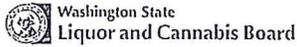
Per Ilwaco Municipal Code Chapter 15.60, the City of Ilwaco is unable to approve the application for a marijuana license located at 133 Howerton Ave, Suite B, Ilwaco Washington, 98624.

Per 15.60.030 (J) "Marijuana licensed retail establishments may be permitted with a conditional use permit..."

The referenced applicant has not submitted a Conditional Use Permit Application to the city as of today's date.

Sincerely,


Mike Cassinelli
Mayor, Ilwaco Washington



RECEIVED APR 05 2016

NOTICE OF MARIJUANA LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: http://lcb.wa.gov

RETURN TO: localauthority@sp.lcb.wa.gov

TO: CITY CLERK OF ILWACO

DATE: 4/05/16

RE: NEW APPLICATION
UBI: 603-347-956-001-0005

License: 421757 - 7A County: 25

APPLICANTS:

8 BALL BARRISTER, LLC

Tradename: 8 BALL BARRISTER, LLC

BERNEBURG, JAY
1955-12-28
FISCHL, JOSHUA
1987-10-07

Loc Addr: 133 HOWERTON AVE
STE B
ILWACO, WA 98624-9088

Mail Addr: 3833 PACIFIC AVE STE C
TACOMA, WA 98418-7897

Phone No.: 253-572-1500 JAY BERNEBURG

Privileges Applied For:
MARIJUANA RETAILER
MEDICAL MARIJUANA

As required by RCW 69.50.331(7) the Liquor and Cannabis Board is notifying you that the above has applied for a marijuana license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our Marijuana CHRI desk at (360) 664-1704.

- 1. Do you approve of applicant?
2. Do you approve of location?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 69.50.331(7)(c) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

4/7/16
DATE

[Signature]
SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

EXHIBIT 4: CODE REFERENCES

WAC 314-55-010 (26): *"Public transit center" means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers.*

WAC 314-55-050 (10):

(10) The WSLCB shall not issue a new marijuana license if the proposed licensed business is within one thousand feet of the perimeter of the grounds of any of the following entities. The distance shall be measured as the shortest straight line distance from the property line of the proposed building/business location to the property line of the entities listed below:

- (a) Elementary or secondary school;*
- (b) Playground;*
- (c) Recreation center or facility;*
- (d) Child care center;*
- (e) Public park;*
- (f) Public transit center;*
- (g) Library; or*
- (h) Any game arcade (where admission is not restricted to persons age twenty-one or older).*

IMC 15.60.030.F:

Businesses that are licensed to produce, process, or sell marijuana shall not be located within one thousand (1,000) feet of the perimeter of the grounds of any of the following entities. The distance shall be measured along the most direct route over or across established public walks, streets, or other public passageway between the proposed building/business locations to the perimeter of the grounds of the entities listed below as defined in WAC 314-55-010.

- 1. Elementary or secondary school;*
- 2. Playground;*
- 3. Recreation center or facility;*
- 4. Child care center, including a child care center located in churches;*
- 5. Public park;*
- 6. Public transit center;*
- 7. Library;*
- 8. Game arcade;*
- 9. Any parcel containing a marijuana retail business.*

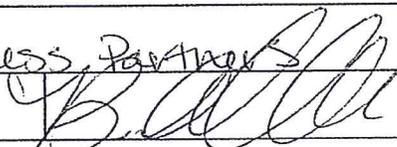


FOR CITY USE ONLY	
Date Received	
Fee Paid	
Type of Fee	
Receipt #	
Received By	

MASTER PLANNING PERMIT APPLICATION FORM

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

GENERAL INFORMATION	
Type of Application	conditional use permit recreational/medical marijuana
Name of Project	Freedom Market

APPLICANT	
Name/Company	8 Ball Baristor, LLC
Address	705 3rd 9th St
City/State/Zip	Tacoma WA 98405
Telephone	253-572-1500
Cell Phone	253-468-0090
Fax	
Email	Kym@notguilty.com.bz
If owner is different from applicant, what is the legal relationship of the applicant to the owner that entitles the applicant to make applications?	
Business Partners	
Applicant's Signature	
Date	4/26/16

REPRESENTATIVE (if different from Applicant)	
Name/Company	Breanna Alleman
Address	1416 14th Ave
City/State/Zip	Longview WA 98632
Telephone	360 261 2055
Cell Phone	360 270 1820
Fax	
Email	thefreedommarket420@gmail.com

CONTACT PERSON/ENTITY (designate a single person/entity to receive determinations and notices from the city.)	
Name	SAME AS REPRESENTATIVE ↑
Address	
City/State/Zip	
Telephone	
Cell Phone	
Fax	
Email	

Property Owners:

OWNER(S) (If different from Applicant)			
Name	Port of Ilwaco		
Address	165 Howerton / PO Box 307		
City/State/Zip	Ilwaco, WA 98624		
Telephone	360-642-3143	Fax	360-642-3148
Email	gglenn@portofilwaco.org		
We, the undersigned, grant the applicant permission to use our property in the manner described in this application.			
Owner's Signature	<i>[Signature]</i> Manager	Date	7/7/2016
Owner's Signature		Date	
Owner's Signature		Date	

PROPERTY INFORMATION	
Property Address/Location	133 Howerton SE AVE, Ilwaco WA
Assessor Parcel Nos.	730480003009
Current Zoning	CR - Commercial
Current Land Use	Retail
Proposed Land Use	Retail

LEGAL/FINANCIAL RESPONSIBILITY	
We, the undersigned, attest under penalty of perjury that the information in this application is true and accurate. We also acknowledge that it is our responsibility to understand and comply with all applicable federal, state and local regulations. Further, we agree that we shall be financially responsible for any and all engineering and planning services or other professional consulting/legal services deemed necessary by the city for the complete permit and plan review. These additional fees, if any, shall be paid in full prior to final signing of any permits, final plats, mylars, etc. (IMC 15-08-065).	
Signature	<i>[Signature]</i> Date 5/18/16
Signature	Date
Signature	Date

ATTACHMENT A: MASTER PLANNING APPLICATION CHECKLIST

	<p>120 First Avenue North PO Box 548 Ilwaco, WA 98624 Phone: 360.624.3145 Fax: 360.642.3155 www.ilwaco-wa.gov</p>	<p>OFFICE USE ONLY</p>
<p>PROJECT / PROPERTY INFORMATION</p>		
<p>Tax Parcel ID #: 73031014000</p>		
<p>Project / Value:</p>		
<p>OWNER / APPLICANT INFORMATION</p>		
<p>Owner: Nate Yanez</p>		
<p>Applicant: S. Bill Barnister</p>		
<p>Contractor: N/A</p>		
<p>PROJECT INFORMATION - Failure to provide complete information will lead to a rejection of your permit</p>		
<p>1. List of existing improvements, structures, and dimensions:</p>		
<p>2. Site Plan (See Site Plan Requirement Checklist) Attached? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>		
<p>3. Is the proposed development one phase of a larger project or larger development?: If yes, describe the entire project in detail:</p>		
<p>4. Is there any surface water body on or within 300 feet of the proposed site, or within the immediate vicinity of the proposed site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands?: YES <input type="checkbox"/> NO <input type="checkbox"/></p>		
<p>5. Does the property have an existing driveway?: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>		
<p>6. Will fill material be placed near or within a drainage way (ditch, swale, channel, etc.)?: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>		
<p>7. Are activities adjacent to unstable soils or slopes?: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>		
<p>8. Will activities alter man-made or natural drainage features?: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>		
<p>9. Will a sign be erected as a result of this project?: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>		
<p>10. Will the project require working in a public right-of-way?: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>		
<p>11. Does the project involve any clearing, filling, grading, paving, surface and/or dredging?: If Yes, answer the following. If No, go to number 13. <u>NO</u></p>		
<p>A. If activities include clearing and grading greater than 1,000 sq. ft. Indicate SF:</p>		
<p>B. Will activities involve placing of fill materials? YES <input type="checkbox"/> NO <input type="checkbox"/></p>		
<p>C. If fill materials exceed 20 cubic yards. Indicate Cubic Yards:</p>		
<p>D. If activities involve earth removal exceeding 2 feet in depth (Excluding foundation excavations). Indicate Maximum Depth FT:</p>		
<p>12. Will the proposed activity require connection to City Water or Sewer?: YES <input type="checkbox"/> NO <input type="checkbox"/></p>		
<p>13. Has the proposed site been flagged/staked? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If No, contact the City when flagged/staked. <u>N/A</u></p>		
<p>14. Indicate amount of new impervious area (areas covered by buildings, pavement, concrete, gravel, etc) SF: <u>we would like to redo the existing door platforms we will go through City Planning to get those permitted.</u></p>		

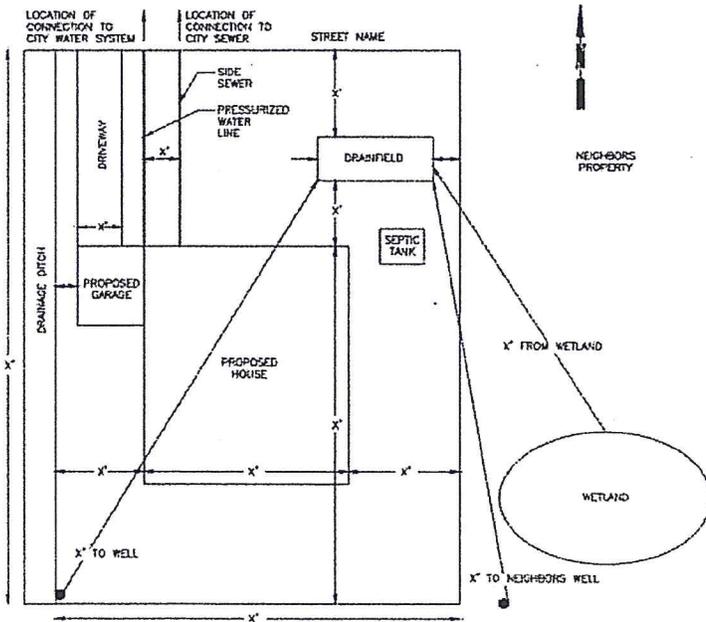


120 First Avenue North
 PO Box 548 • Ilwaco, WA 98624
 Phone: 360.642.3145
 Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

Example Site Plan

Follow Checklist when drawing site plan
 Drawn to Scale 1" = 20ft
 "X" = Distance

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



SITE PLAN REQUIREMENT CHECKLIST

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

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

Parcel No.: 73048603009

A. General Property Information

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

B. Existing Property Improvements

- | | | |
|--|--|--|
| | | Location of side sewer. |
| | | Location of water meter & service lines. |
| | | Location of all existing drain fields on the site. |
| | | Location of existing drainage systems. |
| | | Location of all existing roads, driveways, utilities, easements, bridges. |
| | | Location & dimensions of all proposed structures in relation to property lines, other structures, wetlands, etc. |

C. Proposed Property Improvements

- | | | |
|--|--|--|
| | | Minimum zoning setbacks shown. |
| | | Location of proposed water meter & service lines, and connection to city water main. |
| | | Location of proposed side sewer and connection to city sewer. |
| | | Location & dimensions of all proposed drainage systems. |
| | | Location & dimensions of all roads, driveways, parking areas, utilities. |
| | | Location/extent of all clearing, grading, & filling |



Imagery ©2016 Google, Map data ©2016 Google 200 ft

Google Maps

Owner: Nate Yanez
PO Box 2129
Longview WA 98632



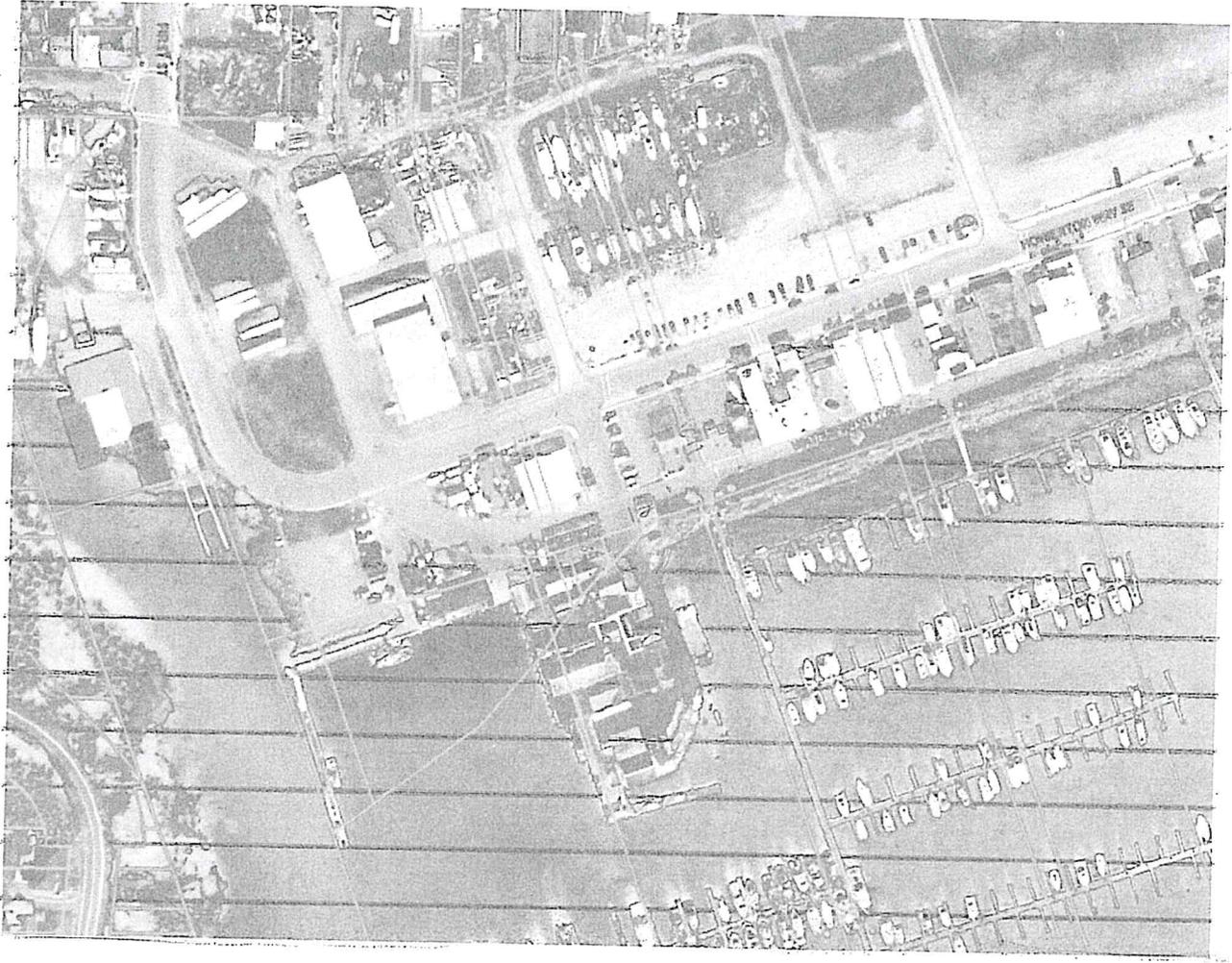
SCALE

■ = Subject Property

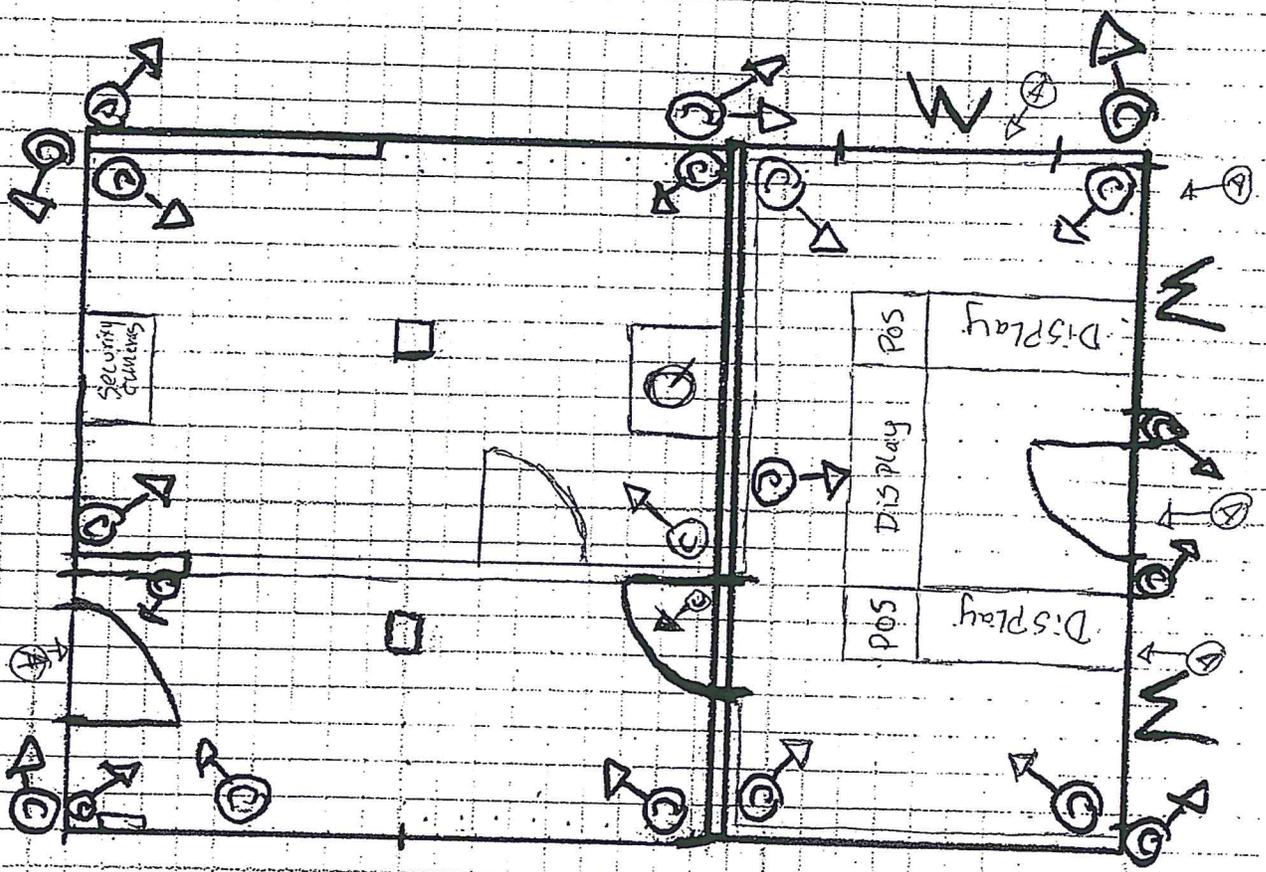
Contact: Breanna Allenman
1416 14th Ave
Longview WA 98632
360-261-7055
360-270-1820

Parcel # 73048003009

Site Plan & parcel map.
Bullet #6



Highlighted our building
126' x 112'



LCB Floor PLAN

- (A) = Alarm
- (C) = Camera
- (Q) = Quadrant

Freedom Market Ilwaco Narrative for the conditional use permit:

- The Proposed use in this location will not be detrimental to other uses, we will be operating a retail location in a commercial zone.
- The site is an adequate size for the proposed use, there is plenty of parking in the parking lot as well as street parking and a large parking lot directly across the street.
- The generated traffic will not burden the circulation in the system due to the fact that the road is 37 ft wide with ample places to park.
- We would be happy to comply with any requests to add landscaping, fencing ect. to avoid any adverse visual or auditory effects the community/city felt we many cause.
- This location will function well as a retail location; we feel our business will also drive business to the area and the other business located on port as well.
- The proposed use complies with parking requirements in that that there are 11 parking spaces for the building; we are planning on occupying apx 600 square feet and ASAP occupies the remaining 700 square feet, minimum parking would only require 7 parking spots.

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
--	--

- Security: Our facility has is surrounded by a total of 23 cameras that record 24 hours a day and are kept for 45 days. In addition, we hire our own security to be on site after the shop is closed so from 8pm to 8 am there is security on site.
- We estimate to hire 8-12 local people to run/operate this retail location.
- We plan to operate following all rules and regulations required by the LCB, the city of Ilwaco and the State of Washington. We plan to provide a service to the community including the medical benefits to the local citizens. Our industry creates a lot of tax dollars for the local community, In addition, only cities and counties that have retail shops get a portion of those tax dollars. In 2015 between our 2 shops in Longview & Kelso paid the Liquor and cannabis board the 25% cannabis tax totalling \$ 1,223,269 and paid \$ 381,714.26 in B&O and sales tax. The Freedom Market Ilwaco will be an asset to the area and community; we look forward to expanding to your area.

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 09/12/16 Council Business Item:

B. Issue/Topic: Charter Franchise Agreement Renewal

C. Sponsor(s):

1. Chambreau
- 2.

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

Ordinance number 658 granted a non-exclusive franchise for the operation of a cable system within the city right of ways in October of 2001. This ordinance was good for a period of 15 years and requires renegotiation and acceptance by both parties for another 10 years.

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

1. The franchise requires Charter to pay a franchise fee for Cable Services based upon 5% of gross revenues in the city, which is the maximum allowed under federal law. However, as agreed upon with the city, Charter is not subject to the 5% tax and only pays a 6% Utility Tax.
2. Complimentary service is provided by Charter to Ilwaco City Hall, City Shop, Hilltop Middle School, Ilwaco High School, and Ocean Beach Hospital.
3. Access to a PEG channel (public/education/government open channel) is available also for no charge, should the city want to pursue televised council meetings, etc.

F. Impacts:

1. Fiscal: Revenue from 6% Utility Tax in 2015 was approx. \$10,149.00
2. Legal: This ordinance has been reviewed by Heather Reynolds and has also been reviewed by Kris Lawrence of Propel Insurance.
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments: Edits from Heather and Kris have been incorporated into this ordinance draft. Charter will still need to review changes to Section 13.6 made by Heather.

I. Time Constraints/Due Dates: The current ordinance expires on October 24, 2016.

J. Proposed Motion: **I move to enact Ordinance XXX granting a non-exclusive franchise for the maintenance and operation of a cable system within the City of Ilwaco.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE FOR THE MAINTENANCE AND OPERATION OF A CABLE SYSTEM IN THE CITY OF ILWACO, WASHINGTON.

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal.

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

This Franchise Agreement ("Franchise") is between the CITY of ILWACO, WASHINGTON, hereinafter referred to as the "Grantor" and FALCON COMMUNITY VENTURES I, L.P., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board/Council" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

- D. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- F. "Gross Revenues" shall mean any and all revenue as determined in accordance with Generally Accepted Accounting Principles ("GAAP") received by Grantee from the operation of the Cable System to provide Cable Services within the Service Area, by any affiliate which is a cable operator and only to the extent such amounts are earned from the operation of the Cable System within the Service Area to provide Cable Services. Gross Revenues shall include, without limitation, amounts for the Basic Cable Service, any other programming service tiers, pay services, subscriber installations and transactions, Leased Access programming fees, advertising revenues excluding commission and/or applicable agency fees, equipment rentals. Grantee shall report to the Grantor Gross Revenues as determined in accordance with GAAP. Gross Revenues, however, shall not be double counted. Gross Revenues of both Grantee and an affiliate that represent a transfer of funds between Grantee and the affiliated entity, and that would otherwise constitute Gross Revenues of both Grantee and the affiliate, shall be counted only once for purposes of determining Gross Revenues. Similarly, operating expenses of Grantee which are payable from Grantee's revenue to an affiliate and which may otherwise constitute revenue of the affiliate, shall not constitute additional Gross Revenues for purposes of this Franchise. Gross Revenues shall not include sales or other similar taxes imposed by law on subscribers which Grantee is not obligated to collect, nor shall they include unrecovered bad debt or credits, refunds and deposits paid to subscribers. Gross revenues shall not include utility taxes collected from subscribers. Neither current nor previously paid Franchise Fees shall be subtracted from the Gross Revenue amount upon which Franchise Fees are calculated and due for any period.
- G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- I. "State" shall mean the State of WASHINGTON.
- J. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for

compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.

- K. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2 **Grant of Franchise**

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 14.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any generally applicable local ordinance necessary to the safety, health, and welfare of the public which is lawfully adopted pursuant to the Grantor's general police power. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that has the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise, this Franchise will prevail, except as to those ordinances and regulations which are the result of the Grantor's lawful exercise of its general police power.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Waiver, Indemnification, No Estoppel, No Duty

4.1 Indemnification. Grantee shall, at its sole expense, protect, defend, indemnify and hold harmless the Grantor, its elected officials, and in their capacity as such, the officials, agents, officers and employees of the Grantor from any and all claims, lawsuits, demands, actions, accidents, damages, losses, liens, liabilities, penalties, fines, judgments, awards, costs and expenses arising directly or indirectly from or out of, relating to or in any way connected with the performance or non-performance, by reason of any intentional or negligent act, occurrence or omission of Grantee, whether singularly or jointly with others, its representatives, permittees, employees, contractors or subcontractors, whether or not such acts or omissions were authorized or contemplated by this Franchise or Applicable Law, arising from the construction, installation, maintenance, operation, alteration or modification of the Cable Communications System or arising from actual or alleged injury to persons or property, including the loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, provided that the Grantor shall give Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this Section. In the event any such claim arises, the Grantor shall tender the defense thereof to Grantee and Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by Grantee, Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor.

4.2 Insurance. The Grantee shall purchase and maintain at its own expense insurance outlined below. Insurance must be written with an insurance carrier licensed to do business in the State of Washington and carry at least an A.M. Best rating of not less than A-.

- A. The Grantee shall maintain throughout the term of the Franchise agreement plus an additional 3 years after termination insurance in amounts at least as follows:
- | Workers' Compensation | Statutory Limits |
|--|---|
| Commercial General Liability
Form CG 00 01 | \$1,000,000 per occurrence
Combined Single Limit (C.S.L.)
\$2,000,000 General Aggregate |
| Auto Liability including coverage on all
owned, non-owned hired autos | \$1,000,000 per occurrence C.S.L. |

Umbrella Liability

\$1,000,000 per occurrence C.S.L.

Grantor's policies shall be primary over any other policies and Grantor's policies shall be excess.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee including completed operations, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage including the additional insured endorsements on or before the inception of this agreement and annually thereafter.

SECTION 5

Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6

Service Availability

6.1 Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates.

Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on Gross Revenues received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or

additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge

shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local

telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 14.1 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. During the term of the Franchise, Grantee shall pay to the Grantor an amount equal to five percent (5%) of Grantee's annual Gross Revenues as a Franchise Fee.

10.2 Payment of Fee. Franchise Fees shall be transmitted quarterly by electronic funds transfer to such Grantor bank account as designated by the director of finance and budget, to be received not later than the forty-fifth (45th) day of each quarter for the preceding calendar quarter. Within thirty (30) days after the payment, Grantee shall file with the Grantor a written statement which identifies the sources and amounts of Gross Revenues during the quarter for which payment is made (Franchise Fee Payment Report is attached hereto as Exhibit B). No acceptance of any payment shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which Grantor may have for further or additional sums payable under the provisions of this Section. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one percent (1%) over the prime interest rate

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required. The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Enforcement

13.1 Enforcement. Grantor, subject to applicable federal and state law and this Franchise Ordinance may assert the following remedies in the event Grantor determines, pursuant to subsection 13.2 below, Grantee is in default of any provision of this Franchise Ordinance:

- A. Commence an action at law for monetary damages or seek other equitable relief;

- B. In the case of a substantial default of a material provision of this Franchise Ordinance, declare the Franchise to be revoked consistent with the procedures in Section 14;
- C. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages.

In determining which remedy or remedies for Grantee's violation are appropriate, the Grantor shall take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether Grantee has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstances.

13.2 Notice of Violations and Public Hearing. In the event that the Grantor believes that Grantee has not complied with the terms of this Franchise Ordinance, the Grantor shall first informally discuss the manner with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify Grantee in writing of the exact nature of the alleged noncompliance. Grantee shall have thirty (30) days from the receipt of notice described above to:

- A. Respond to the Grantor contesting the assertion of noncompliance, or
- B. Cure such default or,
- C. If, by the nature of the default such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date they will be completed.

In the event that Grantee fails to respond to the notice described herein or cure the default pursuant to the procedures set forth above, the Grantor shall schedule a public hearing to investigate the default. The Grantee shall give Grantor twenty (20) calendar days' written notice of the time and place of the hearing and provide Grantee with an opportunity to be heard. Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, Grantee may petition for *de novo* reconsideration before any competent tribunal having jurisdiction over such matters.

13.3 Enforcement. Subject to applicable federal and state law, and the Franchise Ordinance, after the hearing set forth in subsection 13.2 the Grantor may impose any of the remedies set out in Section 13.1 herein.

13.4 Failure to Enforce. Grantee shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise Ordinance by reason of any failure of the Grantor to enforce prompt compliance, and the Grantor's failure to enforce shall not constitute a waiver of rights or acquiescence in Grantee's conduct.

13.5 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or

minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

13.6 Revocation. In addition to any rights set out elsewhere in this document, the Grantor reserves the right to declare a forfeiture or otherwise revoke the Franchise, and all rights and privileges pertaining thereto, in the event that:

A. Grantee is in substantial violation of any material provision of the Franchise and fails to correct the violation after written notice of the violation and proposed forfeiture and a reasonable opportunity thereafter to correct the violation as noted in Section 13.2, Notice of Violation and Public Hearing.

B. Grantee is found by a federal or state court to have engaged in any actual or attempted fraud or deceit upon the Grantor, Persons or subscribers.

C. Grantee fails to obtain and maintain any material permit required by any federal or state regulatory body, relating to the construction, maintenance and operation of the System.

Upon the occurrence of one (1) of the events set out above, following sixty (60) days written notice to Grantee of the occurrence and the proposed forfeiture and an opportunity for Grantee to be heard, the Grantor may by Ordinance or other appropriate document, declare a forfeiture. In a hearing of Grantee, Grantee shall be afforded due process rights as if the hearing were a contested case hearing subject to Washington law, including the right to cross-examine witnesses and to require that all testimony be on the record. Findings from the hearing shall be written, and shall stipulate the reasons for the Grantor's decision. If a forfeiture is lawfully declared, all rights of Grantee under this Franchise Ordinance shall immediately be divested without a further act upon the part of the Grantor, subject to a *de novo* appeal to a court of law.

SECTION 14 **Revocation**

14.1 Right to Require Removal of Property. Upon revocation of the Franchise, as provided for by this Franchise, the Grantor shall have the right to require Grantee to remove, at Grantee's own expense, all or any part of the Cable System from all Streets and public ways within the Service Area, where the abandoned facilities interfere with reasonable uses of the rights-of-way. If Grantee fails to do so, Grantor may perform the work and collect the cost thereof from Grantee. The actual cost thereof, ~~including direct and indirect administrative costs~~, shall be a lien upon all plant and property of Grantee effective upon filing of the lien with the Pacific County Auditor. This section shall not apply in cases where Grantee opts to sell or transfer the Cable System pursuant to Section 11.1.

14.2 Removal Required by Grantor. Any order by the Grantor's Council to remove cable or conduit shall be mailed to Grantee not later than thirty (30) calendar days following the date of

revocation of the Franchise. Grantee shall file written notice with the Clerk of the Grantor's Council not later than thirty (30) calendar days following receipt of the Council's order of its intention to remove cable and a schedule for removal by location. The schedule and timing of removal shall be subject to approval and regulation by the Grantor. Removal shall be completed not later than twelve (12) months following the date of termination of the Franchise.

14.3 Removal by Grantee and/or Abandonment. Grantee shall not remove any underground cable or conduit which requires trenching or other opening of the Streets along the extension of cable to be removed. Grantee may voluntarily remove any underground cable from the Streets which has been installed in such a manner that it can be removed without trenching or other opening of the Streets along the extension of cable to be removed. Subject to Applicable Law, Grantee shall remove, at its sole cost and expense, any underground cable or conduit by trenching or opening of the Streets along the extension thereof or otherwise which is ordered to be removed by the Grantor Council based upon a determination, based on a reasonable assessment of the circumstances, that removal is required in order to eliminate or prevent a hazardous condition.

14.4 Reservation of Rights. Notwithstanding the foregoing, Grantee does not waive any of its rights under federal or state law or regulation.

SECTION 15 **Miscellaneous Provisions**

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Actions of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.3 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may

choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

15.4 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Ilwaco
Attn: Clerk
PO Box 548
Ilwaco, WA 98624
Email: clerk@ilwaco-wa.gov

Grantee: Director, Government Affairs
Charter Communications
222 NE Park Plaza Drive, #231
Vancouver, WA 98684
Email: Marian.jackson@charter.com

Copy to: Charter Communications
Attn: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131-3674

15.5 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.6 Written Notice. Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of

the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.5 above.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.9 No Third Party Beneficiaries. There shall be no third party beneficiaries of this Franchise Ordinance.

15.10 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.11 Effective Date. . The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise (“Effective Date”). The initial term of this Franchise shall expire on ten (10) years from the Effective Date defined herein, unless extended in accordance with Section 2.2 of the Franchise or by the mutual of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

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

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year

Accepted this ____ day of _____, 2016, subject to applicable federal, State and local law.

Falcon Community Ventures I, LP

By: Falcon Cable Communications, LLC, its General Partner

By: Charter Communications, Inc., its Manager

Signature: _____

Name/Title: _____

Date: _____

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 09/12/16 Council Business Item:
- B. Issue/Topic: **Solutions Yes Contract for New Equipment and Service**
- C. Sponsor(s):
1. Cassinelli 2.
- D. Background (overview of why issue is before council):
Solutions Yes has offered a proposal for upgrading the current black and white Kyocera 3500i copier to a new Color Kyocera 3551ci with no cost to the city for the remainder of the current Kyocera contract.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details):
1. The current copier contract with LEAF expires in July of 2017 but Solutions Yes will buy out the remaining stream of payments as well as handle storage and return shipping of the machine at lease end.
2. Color copies will be billed using Kyocera's 3 Tier Color Program so print jobs requiring minimal or single colors will not be charged the same as full color map prints.
- F. Impacts:
1. Fiscal: Current average monthly expense of \$211.15 will increase to an average monthly expense of \$226.03 collected from all departments.
2. Legal: This contract has not yet been reviewed by Heather Reynolds
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: Recommended N/A Public Hearing on
- H. Staff Comments:
- I. Time Constraints/Due Dates: None
- J. Proposed Motion:
1. **I move to authorize the Mayor to enter into the contract with Solutions Yes for the lease of a new Kyocera Taskalfa 3551ci and service agreement.**

Holly Beller

From: Mike Niebur <mike.niebur@solutionsyes.com>
Sent: Monday, August 29, 2016 1:08 PM
To: Holly Beller
Subject: New Color Copier/Printer/Scanner/Fax to Replace 3500i
Attachments: City of Ilwaco - 3551ci New Equipment Proposal.pdf

Hi Holly,

I hope you had a nice weekend!

Attached you'll find the proposal with my new equipment and service recommendation. Here is a quick summary of how the numbers pan out:

Current Kyocera 3500i average monthly expense: \$211.15 per month
New Kyocera 3551ci color monthly expense: \$160.00 per month (through the end of 2016)
Beginning January 1st, estimated average monthly cost including BW usage: \$223.94 (does not include color usage).

As we discussed last week, we would provide a check for the remaining stream of payments on the Abeco/Leaf lease agreement, as well as handle the storage and return shipping of that machine at lease end.

Please let me know if you have any questions. Thanks!!

Mike

Mike Niebur

7409 SW Tech Center Dr., Suite 100
Portland, OR 97223
DIRECT: (503) 213-1232
CELL: (503) 754-6050
MAIN: (503) 597-0937
FAX: (503) 213-1235



"Your locally owned partner for office copiers, printers, service and supplies"

2016 Oregon Business 100 Best Companies to Work For in Oregon - #11

2016 Portland Business Journal Fastest Growing Private 100 Companies Award – #24

Are you paying \$0.06 - \$0.08 per color copy/print? Ask us about our Tiered Color Program!

www.SolutionsYES.com

"This email and any files transmitted with it are confidential and intended solely for the use of the individual or

AUGUST 29, 2016

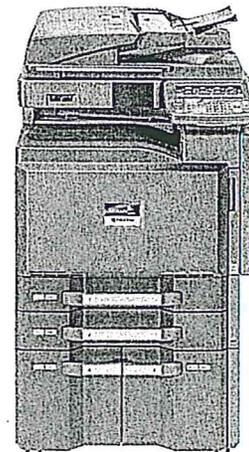
PROPOSED SOLUTION FOR THE CITY OF ILWACO

CURRENT SITUATION:

- Kyocera TASKalfa 3500i – 60 month lease signed 7/10/12 – 11 months remaining
- Monthly equipment lease cost: \$130.12
- Monthly invoice from Solutions YES for \$15.00 for fax board rental
- Monthly average BW usage of 6,950 x 0.0095 = \$66.03
- Total average monthly expense: \$ 211.15

RECOMMENDED SOLUTION:

- **New Kyocera TASKalfa 3551ci**
- 35 Pages per minute copy and print (B&W/full-color)
- 160 Pages per minute scan speed
- 175 Sheet document processor
- Dual 500 sheet adjustable trays (5.5x8.5-12x18)
- Dual 1,500 sheet large capacity letter trays
- 150 Sheet multipurpose tray (12x48 banner, letterhead, cardstock, etc)
- Full network printing and scanning capabilities (scan to email, SMB, FTP, USB)
- Super G3 fax board (paperless send/receive capabilities)
- Mailboxes for storing electronic documents on machine



New 60 Month Equipment Lease: \$ 160.00 per month

- Solutions YES to include 30,000 BW and 5,000 color copies/prints through the end of 2016 at no cost.
- Starting January 1, all BW and color copies/prints billed monthly as used. No base or minimums.
- All-inclusive for toner, drums, parts, labor and staples (everything except paper)

ADDITIONAL INFORMATION

- New equipment set-up, delivery, network installation and *unlimited training* are all included.
- One-time lease documentation fee of \$150 will be *waived*.
- Beginning January 1st B&W copy/print usage will be billed at 0.0092 per page.
- Beginning January 1st color copy/print usage will be billed using Kyocera's 3 Tier Color Program at 0.029, 0.049, 0.069 per color copy/print.
- Monthly equipment lease cost and usage rates are *fixed for the term of the contract*.
- Solutions YES and Kyocera will provide a check in the amount of \$1431.32 to The City of Ilwaco for the 11 remaining monthly payments on the Abeco/Leaf Kyocera 3500i equipment lease. Solutions YES will handle the ship back of the Kyocera 3500i to the leasing company at no additional cost to The City of Ilwaco.
- Pricing valid until 9/9/16.



Presented By

Mike Niebur

Cell: 503-754-6050

Direct: 503-213-1232

mike.niebur@solutionsyes.com

KYOCERA
Document Solutions



Kodak
Document Imaging Products
AUTHORIZED RESELLER



Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

7409 SW Tech Center Drive • Portland, OR 97223 • Phone: 503.597.0937 • Fax: 503.213.1235

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to Solutions Yes, LLC.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES, SERIAL NO., and STARTING METER. Includes a table for Term and Payment Schedule.

See the attached Schedule A See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

Table with columns: Term in Months, Equipment Portion, Maintenance Portion, Monthly Payment*. Includes rows for B&W Pages per month and Color Pages per month.

By initialing here, you agree that maintenance and supplies are not included in this Agreement. Purchase Option: FMV

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Form for Lessor Acceptance with fields for SOLUTIONS YES, LLC, LESSOR, SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Form for Customer Acceptance with fields for City of Ilwaco, CUSTOMER, SIGNATURE, TITLE, and DATED.

FEDERAL TAX I.D. # PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects.

Form for Acceptance of Delivery with fields for City of Ilwaco, CUSTOMER, SIGNATURE, TITLE, and DATE OF DELIVERY.

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, this Agreement will start on the date we pay the supplier and interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. We own the Equipment, excluding any Financed Items. We do not own the Financed Items and cannot transfer any interest in it to you. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depositary account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

10. **END OF TERM; EQUIPMENT RETURN:** This Agreement will renew for month-to-month term(s) unless you send us written notice at least 30 days (before the end of any term) that you want to purchase all but not less than all of the Equipment for the Fair Market Value or return the Equipment. Fair Market Value ("FMV") means the value of the Equipment in continued use. As long as you have given us the written notice as required herein prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.

11. **LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

12. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. If necessary, the maintenance and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you.

13. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the maintenance and supplies portion of the Payment and the "cost per page" charge that exceeds the number of pages originally designated in this Agreement ("Overages") by a maximum of 8% of the existing charge.

14. **UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR PAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.**

15. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.



STATE AND LOCAL
GOVERNMENT ADDENDUM

EQUIPMENT FINANCE

AGREEMENT #
2149504

Addendum to Agreement # 2149504, between ILWACO, CITY OF, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words you and your refer to Customer. The words we, us and our refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."



7409 SW Tech Center Dr., Suite 100
 Portland, OR 97223
 (503) 597-0YES
 FAX: (503) 213-1235

EQUIPMENT SUPPORT AGREEMENT

CONTRACT # _____

CUSTOMER BILL TO:	
City of Ilwaco	
120 First Ave N	
Ilwaco, WA 98624	
Contact Name	Phone Number
Holley Beller	(360) 642-3145
IT Contact	Phone Number

CUSTOMER EQUIPMENT LOCATION:

AGREEMENT START DATE: _____ Upon Install _____

Your Solutions YES maintenance agreement covers all parts, labor, travel and supplies (except paper and staples) unless specifically stated below

SID #	Equipment	Serial Number	Start Meter	Image Allowance	Base Charge	Overage Chg (per image)
	Kyocera TASKalfa 3551ci			0	\$ -	0.00920
SID #	Tiered Color	Color Levels	Start Meter	Color Image Allowance	Color Base	Overage Chg (per image)
	Color Level 1	<1% Coverage		0	\$ -	0.02900
	Color Level 2	1-3% Coverage		0	\$ -	0.04900
	Color Level 3	>3% Coverage		0	\$ -	0.06900

Additional Equipment on Schedule A

Preferred Method of Meter Collection: FM Audit Phone Fax E-Mail

Meter Collection Contact Name: _____

Phone #	Fax #	E-Mail Address

Agreement Term 36 Months 60 Months Other _____

Base Billing Cycle Monthly Quarterly Annually

Overage Billing Cycle Monthly Quarterly Annually

Comments: Solutions YES to include 30,000 BW and 5,000 color copies/prints through the end of 2016 at no cost. Beginning January 1, 2017 all BW and color copies/prints will be billed monthly as used. No base or minimums. All-inclusive for toner, drums, parts and labor (everything except paper). Rates are fixed for 60 months.

CUSTOMER ACCEPTANCE:		
Signature	Printed Name & Title	Date

SOLUTIONS YES ACCEPTANCE		
Signature	Printed Name & Title	Date

Terms & Conditions

- EQUIPMENT SUPPORT AGREEMENT ("ESA"):** Solutions YES, LLC agrees to perform maintenance and make inspections, adjustments and repairs, and replace defective parts without additional charge to Customer, provided such calls are made during normal business hours. Solutions YES, LLC will furnish supplies, to be delivered at acceptable intervals and quantities in accordance with manufacturer's suggested yields. This ESA does not include paper, labels, staples, or transparencies. Solutions YES, LLC agrees to train customer in the use of the equipment at reasonable times. Title to all supplies furnished in connection with the ESA, including consumable parts such as drums, remains in Solutions YES, LLC until said supplies are consumed to the extent that they may not be further utilized in the copy making process. Toner consumption shall be within 10% of the manufacturer's suggested yields. A charge for toner consumption exceeding 10% of manufacturer's suggested yields will be charged at current retail price. In the event of customer default or cancellation, supplies and consumable parts shall be returned to Solutions YES, LLC on demand. Beyond the initial set-up and installation, any network or connectivity related service call, i.e. unable to print/scan or requests for additional desktops set up to print or scan, are considered chargeable calls at the current Solutions YES, LLC networking labor rates, unless it is determined to be a hardware related issue.
- EXCESSIVE DAMAGE:** Damage to the equipment or its parts arising out of misuse, abuse, negligence or causes beyond the control of Solutions YES, LLC are not covered. Solutions YES, LLC may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by Solutions YES, LLC, or if parts, accessories, components or supplies not authorized by Solutions YES, LLC are fitted to or used in the equipment.
- EXCESS COPIES:** Under the "ESA", the "Base Charge" is calculated on anticipated customer usage as stated in "Image Allowance" on the face of the Equipment Support Agreement. Image allowance copies are accumulated from the initial meter read. Should the allowance be exceeded prior to the expiration of any applicable billing cycle, customer agrees to pay the current excess copy charge for each copy in excess of the stated allowance. Invoices for excess copies will be tendered according to the "Overage Billing Cycle" and/or at the end of the initial term and shall be due and payable within 15 days. For agreements billed annually, upon exceeding the image allowance, customer may request that a new agreement be executed with the initial date of the term to coincide with the date that original image allowance is exceeded. Customer's option in this regard shall be void if all previously tendered invoices have not been paid.
- BUSINESS HOURS FOR SERVICE:** Support services shall be provided hereunder only during Solutions YES, LLC's normal business hours, which shall consist of 8:00a.m. to 5:00p.m., Monday through Friday, exclusive of Solutions YES' holidays and are subject to change by Solution YES. At customer's request, Solutions YES, LLC may render support service outside of normal business hours, subject to availability of personnel, at established Solutions YES, LLC rates then in effect.
- AVAILABILITY OF SUPPLIES:** Customer support engineers do not carry or deliver consumable supplies (toner, etc.). It is customer's responsibility to have the necessary supplies available for customer support engineer's use.
- RECONDITIONING:** When a shop reconditioning is necessary, or the manufacturer's life expectancy of the equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Solutions YES, LLC may refuse to renew this agreement, and/or refuse to continue providing support under this agreement, furnishing support only on a Per Call basis at Solutions Yes, LLC's current rates.
- CANCELLATION OF SERVICE:** Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Solutions YES, LLC may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) days prior to renewal date. If customer at any time is in breach of any term or condition contained herein, Solutions YES, LLC may apply any refund due to the satisfaction of any past due invoices for any other products or services. Should this agreement be cancelled by customer, Solutions YES, LLC will not issue any refund.
- LATE CHARGES; INTEREST; SUSPENSION OF SERVICE:** Customer agrees to pay all invoices tendered for services performed and/or parts installed on equipment when services are performed, according to invoice payment terms. If any payment due to Solutions YES, LLC hereunder is more than 10 days past due, customer agrees to pay a late charge equal to ten (10%), to cover Solutions YES, LLC's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum) or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Solutions YES, LLC shall have the right to discontinue service in the event customer becomes delinquent in payment.
- DAMAGES:** In the event Customer is in default of an obligation under this agreement, and remains in default for seven (7) days after notice thereof, Solutions YES, LLC may cancel this agreement and collect damages according to the following formula. In such an event, Customer promises to pay Solutions YES, LLC the following amounts as liquidated damages (and not as a penalty): (a) During the first six months of the initial term, six times the average monthly charge; (b) At any time thereafter, amount owed at three times the monthly charge.
- RENEWAL:** Unless otherwise terminated as set forth herein, this agreement shall be automatically renewed upon expiration of the initial term for successive renewal terms, at Solutions YES, LLC maintenance rates in effect at the time of application renewal. Annual increases may be incurred during the term of the contract.
- INSTALLATION:** Certain equipment must be installed according to specific requirements in terms of space, electric, and environmental conditions. Installation requirements are defined in the equipment operator manual. Customer shall ensure that the equipment is placed in an area that conforms to these requirements.
- DISCLAIMER:** Solutions YES, LLC expressly disclaims any duty as insurer of the equipment and customer shall pay for all costs of repair and parts or replacement of the equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural forces or any other negligent act of customer or customer's agent and/or service performed by non-Solutions YES, LLC personnel. Solutions YES, LLC will not assume any liability for any conditions arising from electrical circuitry external to the equipment and equipment line cord, nor is any external electrical work covered under this agreement.
- CUSTOMER CHANGES:** Any Customer changes, alterations, or attachments may require a change in the charges set forth herein. Solutions YES, LLC also reserves the right to terminate this agreement in the event it has been determined such changes, alterations, or attachments make it impractical for Solutions YES, LLC to continue to service the equipment.
- ATTORNEY'S FEES; COSTS:** In the event customer defaults under this Equipment Support Agreement, or if any other dispute arises hereunder requiring Solutions YES, LLC to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this agreement, customer agrees to pay Solutions YES, LLC reasonable attorney's fees and all costs resulting from such actions.
- WAIVER OF JURY TRIAL:** Customer hereby waives trial by jury as to any and all issues out of, or in any way related to this ESA.
- NO WAIVER:** Customer acknowledges and agrees that any delay or failure to enforce the rights hereunder by Solutions YES, LLC, does not constitute a waiver of such rights by Solutions YES, LLC or in any way prevent Solutions YES, LLC from enforcing such rights, or any other rights hereunder, at a later time.
- ENTIRE AGREEMENT:** This ESA constitutes the entire agreement between Customer and Solutions YES, LLC related to the service and maintenance of the equipment, and any and all prior negotiations, agreements (oral or written), or understandings are hereby superseded.
- NO MODIFICATIONS OF TERMS:** Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a corporate officer of Solutions YES, LLC. No sales or service personnel, including but not limited to managers or supervisors, has any authority to override this provision.
- NOTICE:** Any notice or other communication given or required in connection with this Equipment Support Agreement, shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to Solutions YES, LLC said notice shall be sent to Solutions YES, LLC, Attn: CFO, 7409 SW Tech Center Dr., Suite 100, Portland, OR 97223, or such other address Solutions YES, LLC may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified in the reverse side hereof, or such address which may be specified, by customer, in writing to Solutions YES, LLC.



Letter of Lease Termination & Financial Responsibility

This letter is to confirm that Solutions YES will issue a check in the amount of \$1,431.32 to the City of Ilwaco for the 11 remaining payments on your current Kyocera TASKalfa 3500i copier equipment lease with Abeco/Leaf.

It is your responsibility to make all remaining payments in accordance with this lease and to pay any applicable personal property tax due.

It is your responsibility to provide lease return instructions to Solutions YES.

Solutions YES will store your equipment in our warehouse upon your request. At lease term, Solutions YES will return the equipment to the leasing company's requested destination at no additional charge, making sure it is properly packaged to prevent shipping damage. Solutions YES will prepay freight.

It is your responsibility to provide the leasing company with a Letter of Intent to Terminate your lease within the appropriate window of time. The Terms and Conditions section of the leasing company's original lease will indicate the time frame.

Solutions YES is in no way responsible for any further financial obligation to you.

Solutions YES

Representative: Michael Criss Date: 9/8/16

Customer

Representative: _____ Date: _____