



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, September 26, 2016**

**5:00 p.m. BUDGET WORKSHOP
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. September 12, 2016 Regular Meeting
- 2. Claims & Vouchers (TAB 2)
 - a. Checks: 39287 to 39290 + electronic payments \$18,981.47
 - b. Checks: 39291 to 39343 \$218,380.75
 - GRAND TOTAL: \$237,362.22

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

- G. Comments of Citizens and Guests Present**

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

H. Oath of Office

- 1. Planning Commission Seat 3, Melissa Cutting

I. Business

- 1. **Charter Franchise Agreement Renewal (TAB 4) - *Chambreau***

J. Discussion

- 1. **Solutions Yes Contract for New Equipment and Service (TAB 9) – *Cassinelli***
- 2. **Comprehensive Plan Map Amendment (TAB 10) - *Cassinelli***

K. Correspondence and Written Reports

L. Future Discussion/Agendas

- 1. Shoreline Master Program Update
- 2. Update to Critical Areas Ordinance
- 3. Neighborhood Preservation Ordinance
- 4. Ordinance Amending Title 8 – Health and Safety
- 5. CWCOG Contract Renewal
- 6. Black Lake Disc Golf Design Contract

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	09/26/16 10/10/16	6:00 p.m.	Community Building
City Council	Workshop – 2017 Budget	Monday	09/26/16 10/10/16	5:00 p.m.	Community Building
Planning Commission	Regular Meeting	Tuesday	10/04/16	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Tuesday	10/11/16	6:00 p.m.	Fire Hall



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, September 12, 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.
2. Mayor Cassinelli asked for a moment of silence in remembrance of the 15 Year Anniversary of 9/11.

C. Roll Call

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

D. Approval of Agenda

1. Mayor Cassinelli requested an amendment to the agenda to remove Discussion Item 3, Solutions Yes Contract for New Equipment and Service as the contract needs revisions per legal counsel.

ACTION: Motion to approve the agenda with removal of Discussion Item 3, Solutions Yes Contract for New Equipment. (Karnofski/Forner) 5 Ayes 0 Nays 0 Abstain.

E. Consent Agenda

1. Including Checks: 39235 to 39241 + Electronic payments totaling \$31,941.40, Checks: 39242 to 39286 totaling \$154,879.73 for a grand total of \$186,821.13.

ACTION: Motion to approve the consent agenda as written. (Marshall/Chambreau) 5 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

i. Police Chief

Included in agenda packet. Rod Run presented no problems for City officials.

ii. City Clerk

Included in agenda packet. Staff continues to work with the homeowner in Vandalia to handle the invasive weed in the small pond. Councilmember Forner asked the clerk to let council know in advance next time there will be an article in the paper.

iii. Parks and Recreation Commission

Councilmember Karnofski reported for the Parks and Rec Commission. A meeting was held with Bob Droll, Landscape Architect for the City Park Renovation. The budget was reviewed and updated. A Groundbreaking Ceremony will be held this Thursday, September 15 at noon.

2. Council Reports

- i. Councilmember Jensen reported that he was aware of the article and had spoken with the Chinook Observer.
- ii. Councilmember Karnofski attended the Slow Drag at the Port of Ilwaco and the Parks and Rec meeting with Bob Droll. The Wellspring Triathlon is this Saturday September 17th in Ilwaco. A multi-agency meeting was held last week to coordinate volunteers and staffing. Almost 60 have pre-registered. This project has been an excellent collaboration with Parks and Rec and Peninsula Poverty Response. Bicyclists will be on the road from about 10AM to 11 AM. Swimming and Running courses will be held at Black Lake.
- iii. Councilmember Forner attended both the Parks and Rec meeting with Bob Droll, and the interagency workshop with Wellspring. The fire department has completed a response plan for the Triathlon event. Fire Chief Williams is gathering the permits necessary to complete a practice burn on the old City Park bathrooms. Police Chief Wright asked that Councilmember Forner get in touch with Officer Meling with the date of the practice burn.

3. Mayor's Report

- i. Mayor Cassinelli attended the Parks and Rec meeting with Bob Droll, and Slow Drag at the Port of Ilwaco. Kudos to the Port and Saturday Market for a great Slow Drag Weekend.

F. Comments of Citizens and Guests Present

- 1. Ilwaco Resident Jim Brown shared photos of what appeared to be a "plasma orb" in the southern sky on August 6, 2016. More information can be found on You Tube under Chris Potter.

H. Public Hearing – CUP Freedom Market

- 1. Mayor Cassinelli closed the regular meeting at 6:21 p.m. and opened the Public Hearing for the Conditional Use Permit for Freedom Market. The findings and recommendation from Ilwaco Planning Commission was read to the public. After comments were requested, residents Flint Wright and George Powell voiced no opposition to the proposed use. The Public Hearing was closed at 6:23 p.m. and the regular meeting was re-opened.

I. Business

1. CUP Freedom Market

Police Chief Wright commented that the owners are respectable professionals who have a well-run business and that this will be their third store.

ACTION: Motion to approve 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. (Forner/Karnofski) 5 Ayes 0 Nay 0 Abstain.

J. Discussion

1. CUP Freedom Market

Mayor Cassinelli stated that the Planning Commission and the Port of Ilwaco had both approved the use. Councilmember Karnofski commented that the State Law was already very comprehensive and the applicants have expressed interest in taking part in the Responsible Retailer Program through Wellspring.

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

2. Charter Franchise Agreement Renewal

Councilmember Forner asked if the Fire Hall could also have access to the complimentary service offered by Charter.

ACTION: Move to business at next meeting.

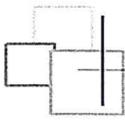
K. Future Discussion/Agendas

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

K. Motion to adjourn the meeting (Forner) Mayor Cassinelli adjourned the meeting at 6:21 p.m.

Mike Cassinelli, Mayor

Holly Beller, Deputy City Clerk



Register

Number	Name	Fiscal Description	Amount
<u>39287</u>	Brooks, Brian	2016 - September - Second Meeting	\$1,110.06
<u>39288</u>	Fero, Jimmie W	2016 - September - Second Meeting	\$1,265.90
<u>39289</u>	Pfeifer, Timothy J.	2016 - September - Second Meeting	\$1,078.08
<u>39290</u>	AFLAC Remittance Processing	2016 - September - Second Meeting	\$383.76
Beller, Holly Celeste	ACH Pay - 1986	2016 - September - Second Meeting	\$1,585.29
Benson, Austin	ACH Pay - 1987	2016 - September - Second Meeting	\$1,471.08
Budd, William	ACH Pay - 1989	2016 - September - Second Meeting	\$1,164.11
Gray, Richard Roy	ACH Pay - 1991	2016 - September - Second Meeting	\$2,350.75
Mc Kee, David A	ACH Pay - 1992	2016 - September - Second Meeting	\$1,960.31
Staples, Terri P	ACH Pay - 1994	2016 - September - Second Meeting	\$406.84
Varshock, Karen	ACH Pay - 1995	2016 - September - Second Meeting	\$1,552.08
<u>EFT 9/20/16</u>	U.S. Treasury Department	2016 - September - Second Meeting	\$4,653.21
			\$18,981.47

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Ilwaco, and that I am authorized to authenticate and certify said claims.

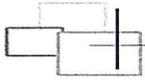
Treasurer

39191 through 39290 and electronic payments totalling \$18,981.47 are approved this 20th day of September, 2016.

Council member

Council member

Council member



Register

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

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Checks			
<u>39291</u>	A Sparkling Castle	9/26/2016	\$455.00
<u>39292</u>	Advanced Analytical Solutions	9/26/2016	\$451.00
<u>39293</u>	Aqua-Aerobic Systems, Inc.	9/26/2016	\$107.29
<u>39294</u>	Austin Benson	9/26/2016	\$212.08
<u>39295</u>	Backflow Management Inc.	9/26/2016	\$900.00
<u>39296</u>	Beach Batteries, Inc	9/26/2016	\$119.62
<u>39297</u>	BSK Associates	9/26/2016	\$1,499.63
<u>39298</u>	Calvert Technical Services, Inc.	9/26/2016	\$1,142.64
<u>39299</u>	Cartomation, Inc.	9/26/2016	\$1,398.00
<u>39300</u>	Cascade Columbia Distribution Co.	9/26/2016	\$3,211.00
<u>39301</u>	Centurylink	9/26/2016	\$1,605.57
<u>39302</u>	Charter Communications	9/26/2016	\$89.98
<u>39303</u>	Chinook Observer	9/26/2016	\$61.39
<u>39304</u>	City of Ilwaco	9/26/2016	\$300.00
<u>39305</u>	City of Long Beach	9/26/2016	\$56,514.99
<u>39306</u>	Clatsop Power Equip Inc	9/26/2016	\$51.27
<u>39307</u>	CREST	9/26/2016	\$90.00
<u>39308</u>	Dennis CO	9/26/2016	\$168.57
<u>39309</u>	Englund Marine Supply Inc	9/26/2016	\$492.59
<u>39310</u>	Evergreen Septic Service	9/26/2016	\$1,290.00
<u>39311</u>	Forner, Gary	9/26/2016	\$284.11
<u>39312</u>	Goulter Diamond Bar Ranch	9/26/2016	\$2,600.00
<u>39313</u>	Grainger	9/26/2016	\$857.75
<u>39314</u>	HD Fowler Company	9/26/2016	\$3,839.16
<u>39315</u>	Home Depot Credit Services	9/26/2016	\$101.54
<u>39316</u>	IFOCUS Consulting Inc.	9/26/2016	\$610.00
<u>39317</u>	John Deere Financial	9/26/2016	\$1,082.23
<u>39318</u>	K & L Supply, Inc.	9/26/2016	\$956.02
<u>39319</u>	Karen Varshock	9/26/2016	\$423.96
<u>39320</u>	Kris Kaino	9/26/2016	\$1,236.00
<u>39321</u>	Kubwater Resources Inc.	9/26/2016	\$2,752.43
<u>39322</u>	Long Beach Commercial Security	9/26/2016	\$70.20
<u>39323</u>	Mettler-Toledo, Inc.	9/26/2016	\$248.40
<u>39324</u>	Nancy McAllister	9/26/2016	\$1,236.00
<u>39325</u>	North Central Laboratories	9/26/2016	\$973.07
<u>39326</u>	Northstar Chemical, Inc.	9/26/2016	\$3,496.95
<u>39327</u>	Oman & Son	9/26/2016	\$453.40
<u>39328</u>	Pacific CO Auditor	9/26/2016	\$66.00
<u>39329</u>	Pacific CO Health and Human Services	9/26/2016	\$60.64

<u>39330</u>	Pacific CO Health Dept.	9/26/2016	\$225.22
<u>39331</u>	PUD No 2 of Pacific County	9/26/2016	\$10,322.73
<u>39332</u>	Safety Compliance Publications Inc	9/26/2016	\$298.50
<u>39333</u>	Sid's IGA	9/26/2016	\$15.22
<u>39334</u>	Sunset Auto Parts Inc.	9/26/2016	\$498.05
<u>39335</u>	The Planter Box	9/26/2016	\$22.42
<u>39336</u>	Timothy J. Pfeifer	9/26/2016	\$50.00
<u>39337</u>	Tire Hut	9/26/2016	\$908.88
<u>39338</u>	TP Freight Lines, Inc.	9/26/2016	\$399.56
<u>39339</u>	WA State Dept. of Ecology	9/26/2016	\$107,833.35
<u>39340</u>	WA State Dept. of Ecology *	9/26/2016	\$881.00
<u>39341</u>	Wadsworth Electric	9/26/2016	\$2,293.53
<u>39342</u>	Wilcox & Flegel Oil Co.	9/26/2016	\$1,887.81
<u>39343</u>	William R. Penoyar, Attorney at Law	9/26/2016	\$1,236.00
		Total Check	218,380.75
		Total 8023281	218,380.75
		Grand Total	\$218,380.75

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.

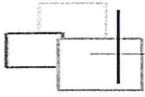
Treasurer

39291 through 39343 totalling \$218,380.75 are approved this 26th day of September, 2016.

Council member

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A Sparkling Castle					
	39291			2016 - September - Second Meeting	
		Invoice - 9/21/2016 10:09:48 PM			
			Oct Services		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$80.00
			001-000-000-522-10-31-01	Training/Attendance	\$40.00
			001-000-000-572-50-41-00	Custodian Library	\$335.00
		Total Invoice - 9/21/2016 10:09:48 PM			\$455.00
	Total 39291				\$455.00
Total A Sparkling Castle					\$455.00
Advanced Analytical Solutions					
	39292			2016 - September - Second Meeting	
		Invoice - 9/21/2016 1:46:14 AM			
			17940		
			409-000-000-535-00-31-07	Lab Supplies	\$451.00
		Total Invoice - 9/21/2016 1:46:14 AM			\$451.00
	Total 39292				\$451.00
Total Advanced Analytical Solutions					\$451.00
Aqua-Aerobic Systems, Inc.					
	39293			2016 - September - Second Meeting	
		Invoice - 9/19/2016 11:58:13 PM			
			1008224		
			409-000-000-535-00-48-01	Repairs And Maintenance	\$107.29
		Total Invoice - 9/19/2016 11:58:13 PM			\$107.29
	Total 39293				\$107.29
Total Aqua-Aerobic Systems, Inc.					\$107.29
Austin Benson					
	39294			2016 - September - Second Meeting	
		Invoice - 9/21/2016 4:12:09 AM			
			Emp Reim		
			401-000-000-534-00-43-00	Travel/Meals/Lodging	\$212.08
		Total Invoice - 9/21/2016 4:12:09 AM			\$212.08
	Total 39294				\$212.08
Total Austin Benson					\$212.08
Backflow Management Inc.					
	39295			2016 - September - Second Meeting	
		Invoice - 9/20/2016 8:45:20 AM			
			8310		
			401-000-000-534-00-31-06	Office & Customer Service	\$900.00
		Total Invoice - 9/20/2016 8:45:20 AM			\$900.00
	Total 39295				\$900.00
Total Backflow Management Inc.					\$900.00

Vendor	Number	Reference	Account Number	Description	Amount
Beach Batteries, Inc					
	39296			2016 - September - Second Meeting	
		Invoice - 9/19/2016 11:47:01 PM			
			38763		
			001-000-000-576-80-48-00	Repairs & Maintenance	\$23.93
			101-000-000-543-30-30-00	Office And Operating	\$23.93
			401-000-000-534-00-48-00	Vehicle Repairs/Maintenance	\$23.92
			408-000-000-531-38-31-01	Operations & Maintenance	\$23.92
			409-000-000-535-00-31-01	Operations And Maintenance	\$23.92
		Total Invoice - 9/19/2016 11:47:01 PM			\$119.62
	Total 39296				\$119.62
Total Beach Batteries, Inc					\$119.62
BSK Associates					
	39297			2016 - September - Second Meeting	
		Invoice - 9/20/2016 12:06:26 AM			
			V602883		
			401-000-000-534-00-31-00	Operation & Maintenance	\$451.75
		Total Invoice - 9/20/2016 12:06:26 AM			\$451.75
		Invoice - 9/20/2016 12:13:41 AM			
			V60968		
			401-000-000-534-00-31-00	Operation & Maintenance	\$397.13
			401-000-000-534-00-31-00	Operation & Maintenance	\$451.75
		Total Invoice - 9/20/2016 12:13:41 AM			\$848.88
		Invoice - 9/21/2016 3:37:38 AM			
			V603165		
			401-000-000-534-00-31-00	Operation & Maintenance	\$199.00
		Total Invoice - 9/21/2016 3:37:38 AM			\$199.00
	Total 39297				\$1,499.63
Total BSK Associates					\$1,499.63
Calvert Technical Services, Inc.					
	39298			2016 - September - Second Meeting	
		Invoice - 9/21/2016 2:00:00 AM			
			4768		
			409-000-000-535-00-48-01	Repairs And Maintenance	\$847.80
		Total Invoice - 9/21/2016 2:00:00 AM			\$847.80
		Invoice - 9/21/2016 2:18:37 AM			
			4774		
			409-000-000-535-00-48-01	Repairs And Maintenance	\$294.84
		Total Invoice - 9/21/2016 2:18:37 AM			\$294.84
	Total 39298				\$1,142.64
Total Calvert Technical Services, Inc.					\$1,142.64

Vendor	Number	Reference	Account Number	Description	Amount
Cartomation, Inc.					
	39299			2016 - September - Second Meeting	
		Invoice - 9/21/2016 10:05:55 PM			
			Aug GIS Services		
			001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00
			409-000-000-535-00-41-02	Professional Services - Computer	\$416.00
		Total Invoice - 9/21/2016 10:05:55 PM			\$466.00
		Invoice - 9/21/2016 10:06:01 PM			
			Sept GIS Services		
			001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00
			409-000-000-535-00-41-02	Professional Services - Computer	\$416.00
		Total Invoice - 9/21/2016 10:06:01 PM			\$466.00
		Invoice - 9/21/2016 10:06:02 PM			
			Oct GIS Services		
			001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00
			409-000-000-535-00-41-02	Professional Services - Computer	\$416.00
		Total Invoice - 9/21/2016 10:06:02 PM			\$466.00
	Total 39299				\$1,398.00
Total Cartomation, Inc.					\$1,398.00
Cascade Columbia Distribution Co.					
	39300			2016 - September - Second Meeting	
		Invoice - 9/20/2016 12:16:26 AM			
			676153		
			401-000-000-534-00-31-01	Chemicals	\$738.06
		Total Invoice - 9/20/2016 12:16:26 AM			\$738.06
		Invoice - 9/20/2016 12:17:44 AM			
			676009		
			401-000-000-534-00-31-01	Chemicals	\$2,472.94
		Total Invoice - 9/20/2016 12:17:44 AM			\$2,472.94
	Total 39300				\$3,211.00
Total Cascade Columbia Distribution Co.					\$3,211.00
Centurylink					
	39301			2016 - September - Second Meeting	
		Invoice - 9/19/2016 10:12:55 PM			
			300545445		
			001-000-000-514-20-42-00	Communication	\$338.91
			001-000-000-522-10-42-00	Communication	\$482.49
			401-000-000-534-00-42-00	Communications	\$337.73
			409-000-000-535-00-42-00	Communications	\$446.44
		Total Invoice - 9/19/2016 10:12:55 PM			\$1,605.57
	Total 39301				\$1,605.57
Total Centurylink					\$1,605.57

Vendor	Number	Reference	Account Number	Description	Amount
Charter Communications					
	39302			2016 - September - Second Meeting	
		Invoice - 9/20/2016 11:39:24 PM			
			8787 14 009 0015708		
			001-000-000-514-20-42-00	Communication	\$18.00
			001-000-000-576-80-31-00	Office & Operating Supplies	\$14.40
			101-000-000-543-30-30-00	Office And Operating	\$14.40
			401-000-000-534-00-42-00	Communications	\$14.40
			408-000-000-531-38-31-01	Operations & Maintenance	\$14.40
			409-000-000-535-00-42-00	Communications	\$14.38
		Total Invoice - 9/20/2016 11:39:24 PM			\$89.98
	Total 39302				\$89.98
Total Charter Communications					\$89.98
Chinook Observer					
	39303			2016 - September - Second Meeting	
		Invoice - 9/20/2016 11:24:26 PM			
			SP2099		
			001-000-000-511-30-44-00	Official Publications	\$35.08
		Total Invoice - 9/20/2016 11:24:26 PM			\$35.08
		Invoice - 9/20/2016 11:28:08 PM			
			SP2097		
			001-000-000-511-30-44-00	Official Publications	\$26.31
		Total Invoice - 9/20/2016 11:28:08 PM			\$26.31
	Total 39303				\$61.39
Total Chinook Observer					\$61.39
City of Ilwaco					
	39304			2016 - September - Second Meeting	
		Invoice - 9/21/2016 3:33:01 AM			
			SEPA New City Park Renovation		
			001-000-000-576-80-49-02	Ilwaco Park From Donations	\$300.00
		Total Invoice - 9/21/2016 3:33:01 AM			\$300.00
	Total 39304				\$300.00
Total City of Ilwaco					\$300.00

Vendor	Number	Reference	Account Number	Description	Amount
City of Long Beach	39305			2016 - September - Second Meeting	
		Invoice - 9/21/2016 9:25:30 PM			
		53			
		001-000-000-523-20-40-00		Correctional Institutions	\$220.00
		001-000-000-523-20-40-00		Correctional Institutions	\$115.00
		001-000-000-523-20-40-00		Correctional Institutions	\$115.00
		001-000-000-523-20-40-00		Correctional Institutions	\$115.00
		001-000-000-523-20-40-00		Correctional Institutions	\$245.00
		Total Invoice - 9/21/2016 9:25:30 PM			\$810.00
		Invoice - 9/21/2016 9:36:52 PM			
		August Police Services			
		001-000-000-521-10-50-00		Law Enforcement Contract	\$18,568.33
		Total Invoice - 9/21/2016 9:36:52 PM			\$18,568.33
		Invoice - 9/21/2016 9:39:36 PM			
		September Police Services			
		001-000-000-521-10-50-00		Law Enforcement Contract	\$18,568.33
		Total Invoice - 9/21/2016 9:39:36 PM			\$18,568.33
		Invoice - 9/21/2016 9:40:22 PM			
		October Police Services			
		001-000-000-521-10-50-00		Law Enforcement Contract	\$18,568.33
		Total Invoice - 9/21/2016 9:40:22 PM			\$18,568.33
	Total 39305				\$56,514.99
Total City of Long Beach					\$56,514.99
Clatsop Power Equip Inc	39306			2016 - September - Second Meeting	
		Invoice - 9/21/2016 2:08:59 AM			
		157576			
		001-000-000-576-80-48-00		Repairs & Maintenance	\$51.27
		Total Invoice - 9/21/2016 2:08:59 AM			\$51.27
	Total 39306				\$51.27
Total Clatsop Power Equip Inc					\$51.27
CREST	39307			2016 - September - Second Meeting	
		Invoice - 9/20/2016 11:33:01 PM			
		3141			
		001-000-000-519-70-49-02		Misc General Government	\$90.00
		Total Invoice - 9/20/2016 11:33:01 PM			\$90.00
	Total 39307				\$90.00
Total CREST					\$90.00

Voucher	Number	Reference	Account Number	Description	Amount
Dennis CO					
	39308			2016 - September - Second Meeting	
		Invoice - 9/21/2016 12:34:56 AM			
		459419/2			
			101-000-000-542-70-31-00	Roadside Operating	\$8.62
		Total Invoice - 9/21/2016 12:34:56 AM			\$8.62
		Invoice - 9/21/2016 12:36:01 AM			
		460297/2			
			401-000-000-534-00-31-00	Operation & Maintenance	\$12.77
			401-000-000-534-00-35-00	Small Tools & Equipment	\$22.00
				Utility knives	
		Total Invoice - 9/21/2016 12:36:01 AM			\$34.77
		Invoice - 9/21/2016 12:36:56 AM			
		457687/2			
			001-000-000-522-10-31-00	Office & Operating Supplies	\$7.01
		Total Invoice - 9/21/2016 12:36:56 AM			\$7.01
		Invoice - 9/21/2016 2:06:02 AM			
		459284/2			
			401-000-000-534-00-31-00	Operation & Maintenance	\$48.11
		Total Invoice - 9/21/2016 2:06:02 AM			\$48.11
		Invoice - 9/21/2016 2:07:45 AM			
		460000/2			
			001-000-000-522-50-48-00	Repair & Maintenance	\$49.56
		Total Invoice - 9/21/2016 2:07:45 AM			\$49.56
		Invoice - 9/21/2016 2:26:06 AM			
		457756/2			
			001-000-000-522-10-31-00	Office & Operating Supplies	\$20.50
		Total Invoice - 9/21/2016 2:26:06 AM			\$20.50
	Total 39308				\$168.57
Total Dennis CO					\$168.57
Englund Marine Supply Inc					
	39309			2016 - September - Second Meeting	
		Invoice - 9/20/2016 11:53:47 PM			
		257061/2			
			409-000-000-535-00-31-01	Operations And Maintenance	\$11.92
		Total Invoice - 9/20/2016 11:53:47 PM			\$11.92
		Invoice - 9/20/2016 11:55:02 PM			
		257044/2			
			409-000-000-535-00-31-01	Operations And Maintenance	\$17.56
		Total Invoice - 9/20/2016 11:55:02 PM			\$17.56
		Invoice - 9/20/2016 11:57:02 PM			
		CM 257060/2			
			409-000-000-535-00-31-01	Operations And Maintenance	(\$0.73)
		Total Invoice - 9/20/2016 11:57:02 PM			(\$0.73)
		Invoice - 9/21/2016 12:00:31 AM			
		258021/2			
			001-000-000-522-10-31-00	Office & Operating Supplies	\$0.49
		Total Invoice - 9/21/2016 12:00:31 AM			\$0.49
		Invoice - 9/21/2016 12:06:18 AM			
		257852/2			
			101-000-000-543-30-30-00	Office And Operating	\$9.81
		Total Invoice - 9/21/2016 12:06:18 AM			\$9.81
		Invoice - 9/21/2016 12:08:17 AM			

Vendor	Number	Reference	Account Number	Description	Amount
			257863/2		
			101-000-000-542-70-31-00	Roadside Operating	\$19.00
			Total Invoice - 9/21/2016 12:08:17 AM		\$19.00
			Invoice - 9/21/2016 12:09:50 AM		
			257919/2		
			101-000-000-542-70-31-00	Roadside Operating	\$10.65
			Total Invoice - 9/21/2016 12:09:50 AM		\$10.65
			Invoice - 9/21/2016 12:10:38 AM		
			257959/2		
			101-000-000-542-70-31-00	Roadside Operating	\$10.36
			Total Invoice - 9/21/2016 12:10:38 AM		\$10.36
			Invoice - 9/21/2016 12:11:25 AM		
			25055/2		
			001-000-000-576-80-49-00	Miscellaneous	\$84.87
			Total Invoice - 9/21/2016 12:11:25 AM		\$84.87
			Invoice - 9/21/2016 12:14:09 AM		
			258115/2		
			409-000-000-535-00-31-01	Operations And Maintenance	\$14.71
			Total Invoice - 9/21/2016 12:14:09 AM		\$14.71
			Invoice - 9/21/2016 12:15:05 AM		
			258336/2		
			409-000-000-535-00-31-01	Operations And Maintenance	\$3.24
			Total Invoice - 9/21/2016 12:15:05 AM		\$3.24
			Invoice - 9/21/2016 12:17:49 AM		
			364012/2		
			101-000-000-542-30-40-00	Safety	\$267.27
			Total Invoice - 9/21/2016 12:17:49 AM		\$267.27
			Invoice - 9/21/2016 12:20:22 AM		
			CM 364440/2		
			001-000-000-522-10-31-00	Office & Operating Supplies	(\$58.97)
			Total Invoice - 9/21/2016 12:20:22 AM		(\$58.97)
			Invoice - 9/21/2016 12:22:34 AM		
			258637/2		
			409-000-000-535-00-31-01	Operations And Maintenance	\$58.58
			Hose clamps		
			Total Invoice - 9/21/2016 12:22:34 AM		\$58.58
			Invoice - 9/21/2016 12:24:59 AM		
			258635/2		
			401-000-000-534-00-31-00	Operation & Maintenance	\$14.69
			Gauge Gly 2.5 face 184 ml		
			Total Invoice - 9/21/2016 12:24:59 AM		\$14.69
			Invoice - 9/21/2016 12:27:46 AM		
			K58819/2		
			409-000-000-535-00-31-01	Operations And Maintenance	\$3.90
			Total Invoice - 9/21/2016 12:27:46 AM		\$3.90
			Invoice - 9/21/2016 4:25:58 AM		
			257737		
			401-000-000-534-00-31-00	Operation & Maintenance	\$25.24
			Total Invoice - 9/21/2016 4:25:58 AM		\$25.24
			Total 39309		\$492.59
			Total Englund Marine Supply Inc		\$492.59

Voucher	Number	Reference	Account Number	Description	Amount
Evergreen Septic Service					
	39310			2016 - September - Second Meeting	
		Invoice - 9/20/2016 2:20:22 PM			
		inv 19829			
		001-000-000-576-80-48-00		Repairs & Maintenance	\$165.00
		Total Invoice - 9/20/2016 2:20:22 PM			\$165.00
		Invoice - 9/21/2016 3:14:40 AM			
		554			
		409-000-000-535-00-31-01		Operations And Maintenance	\$1,125.00
		Total Invoice - 9/21/2016 3:14:40 AM			\$1,125.00
	Total 39310				\$1,290.00
Total Evergreen Septic Service					\$1,290.00
Forner, Gary					
	39311			2016 - September - Second Meeting	
		Invoice - 9/21/2016 12:38:51 AM			
		Amazon Whiteboard			
		001-000-000-522-10-31-00		Office & Operating Supplies	\$155.96
		Total Invoice - 9/21/2016 12:38:51 AM			\$155.96
		Invoice - 9/21/2016 12:40:49 AM			
		Amazon Corkboard			
		001-000-000-522-10-31-00		Office & Operating Supplies	\$128.15
		Total Invoice - 9/21/2016 12:40:49 AM			\$128.15
	Total 39311				\$284.11
Total Forner, Gary					\$284.11
Goulter Diamond Bar Ranch					
	39312			2016 - September - Second Meeting	
		Invoice - 9/21/2016 1:30:34 AM			
		Aug 2016			
		409-000-000-535-00-45-00		Spray Sludge Disposal Site	\$1,300.00
		Total Invoice - 9/21/2016 1:30:34 AM			\$1,300.00
		Invoice - 9/21/2016 1:33:34 AM			
		Sept 2016			
		409-000-000-535-00-45-00		Spray Sludge Disposal Site	\$1,300.00
		Total Invoice - 9/21/2016 1:33:34 AM			\$1,300.00
	Total 39312				\$2,600.00
Total Goulter Diamond Bar Ranch					\$2,600.00
Grainger					
	39313			2016 - September - Second Meeting	
		Invoice - 9/20/2016 12:19:46 AM			
		9215555054			
		401-000-000-534-00-40-00		Safety	\$206.64
		Total Invoice - 9/20/2016 12:19:46 AM			\$206.64
		Invoice - 9/21/2016 9:17:17 PM			
		9230085996			
		101-000-000-542-30-40-00		Safety	\$217.04
		401-000-000-534-00-40-00		Safety	\$217.03
		409-000-000-535-00-40-00		Safety	\$217.04
		Total Invoice - 9/21/2016 9:17:17 PM			\$651.11
	Total 39313				\$857.75
Total Grainger					\$857.75

Vendor	Number	Reference	Account Number	Description	Amount
HD Fowler Company	39314			2016 - September - Second Meeting	
		Invoice - 9/19/2016 11:40:34 PM			
		I4324257			
		409-000-000-535-00-48-01		Repairs And Maintenance	\$207.42
		Total Invoice - 9/19/2016 11:40:34 PM			\$207.42
		Invoice - 9/19/2016 11:43:49 PM			
		I4323623			
		409-000-000-594-35-63-00		Sewer Line Replace/repair	\$3,031.86
		Total Invoice - 9/19/2016 11:43:49 PM			\$3,031.86
		Invoice - 9/21/2016 3:44:50 AM			
		I4330258			
		409-000-000-535-00-31-01		Operations And Maintenance	\$599.88
		Total Invoice - 9/21/2016 3:44:50 AM			\$599.88
	Total 39314				\$3,839.16
Total HD Fowler Company					\$3,839.16
Home Depot Credit Services	39315			2016 - September - Second Meeting	
		Invoice - 9/21/2016 2:11:46 AM			
		6035 3225 4018 9861			
				Voltage tester	
		001-000-000-576-80-48-00		Repairs & Maintenance	\$25.83
		101-000-000-543-30-30-00		Office And Operating	\$43.98
		409-000-000-535-00-48-01		Repairs And Maintenance	\$9.76
		Total Invoice - 9/21/2016 2:11:46 AM			\$101.54
	Total 39315				\$101.54
Total Home Depot Credit Services					\$101.54
IFOCUS Consulting Inc.	39316			2016 - September - Second Meeting	
		Invoice - 9/21/2016 1:35:44 AM			
		00010079			
		001-000-000-514-20-41-00		Professional Services	\$36.67
		401-000-000-534-00-41-04		Professional Services - Computer	\$36.67
		409-000-000-535-00-41-02		Professional Services - Computer Systems	\$36.66
		Total Invoice - 9/21/2016 1:35:44 AM			\$110.00
		Invoice - 9/21/2016 1:38:00 AM			
		00010098			
		001-000-000-514-20-41-00		Professional Services	\$166.67
		401-000-000-534-00-41-04		Professional Services - Computer system	\$166.67
		409-000-000-535-00-41-02		Professional Services - Computer Systems	\$166.66
		Total Invoice - 9/21/2016 1:38:00 AM			\$500.00
	Total 39316				\$610.00
Total IFOCUS Consulting Inc.					\$610.00
John Deere Financial	39317			2016 - September - Second Meeting	
		Invoice - 9/21/2016 10:15:04 PM			
		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 - 9/21/2016 10:15:04 PM			\$1,082.23
	Total 39317				\$1,082.23
Total John Deere Financial					\$1,082.23

Vendor	Number	Reference	Account Number	Description	Amount
K & L Supply, Inc.					
	39318			2016 - September - Second Meeting	
		Invoice - 9/20/2016 1:34:48 PM			
		40140			
		401-000-000-534-00-31-01		Chemicals	\$265.90
		Total Invoice - 9/20/2016 1:34:48 PM			\$265.90
		Invoice - 9/20/2016 1:35:49 PM			
		690.12			
		101-000-000-543-30-30-00		Office And Operating	\$690.12
		Total Invoice - 9/20/2016 1:35:49 PM			\$690.12
	Total 39318				\$956.02
Total K & L Supply, Inc.					\$956.02
Karen Varshock					
	39319			2016 - September - Second Meeting	
		Invoice - 9/20/2016 2:18:24 PM			
		Travel Reimb			
		001-000-000-514-20-43-00		Travel/Meals/Lodging	\$423.96
		Total Invoice - 9/20/2016 2:18:24 PM			\$423.96
	Total 39319				\$423.96
Total Karen Varshock					\$423.96
Kris Kaino					
	39320			2016 - September - Second Meeting	
		Invoice - 9/21/2016 10:04:16 PM			
		Aug Court Services			
		001-000-000-512-50-40-03		Municipal Court Services	\$412.00
		Total Invoice - 9/21/2016 10:04:16 PM			\$412.00
		Invoice - 9/21/2016 10:04:18 PM			
		Sept Court Services			
		001-000-000-512-50-40-03		Municipal Court Services	\$412.00
		Total Invoice - 9/21/2016 10:04:18 PM			\$412.00
		Invoice - 9/21/2016 10:04:19 PM			
		Oct Court Services			
		001-000-000-512-50-40-03		Municipal Court Services	\$412.00
		Total Invoice - 9/21/2016 10:04:19 PM			\$412.00
	Total 39320				\$1,236.00
Total Kris Kaino					\$1,236.00
Kubwater Resources Inc.					
	39321			2016 - September - Second Meeting	
		Invoice - 9/21/2016 1:58:17 AM			
		05965			
		409-000-000-535-00-31-02		Chemicals	\$2,752.43
		Total Invoice - 9/21/2016 1:58:17 AM			\$2,752.43
	Total 39321				\$2,752.43
Total Kubwater Resources Inc.					\$2,752.43
Long Beach Commercial Security					
	39322			2016 - September - Second Meeting	
		Invoice - 9/20/2016 12:00:57 AM			
		6146			
		001-000-000-575-50-40-01		Community Bldg Other-Mntc	\$70.20
		Total Invoice - 9/20/2016 12:00:57 AM			\$70.20
	Total 39322				\$70.20
Total Long Beach Commercial Security					\$70.20

Vendor	Number	Reference	Account Number	Description	Amount
Mettler-Toledo, Inc.					
	39323			2016 - September - Second Meeting	
		Invoice - 9/21/2016 1:39:38 AM			
		641368926			
		409-000-000-535-00-31-04		Annual Meter Calibrations	\$248.40
		Total Invoice - 9/21/2016 1:39:38 AM			\$248.40
	Total 39323				\$248.40
Total Mettler-Toledo, Inc.					\$248.40
Nancy McAllister					
	39324			2016 - September - Second Meeting	
		Invoice - 9/21/2016 10:01:31 PM			
		Aug Court Services			
		001-000-000-512-50-40-03		Municipal Court Services	\$412.00
		Total Invoice - 9/21/2016 10:01:31 PM			\$412.00
		Invoice - 9/21/2016 10:02:39 PM			
		Sept Court Services			
		001-000-000-512-50-40-03		Municipal Court Services	\$412.00
		Total Invoice - 9/21/2016 10:02:39 PM			\$412.00
		Invoice - 9/21/2016 10:02:58 PM			
		Oct Court Services			
		001-000-000-512-50-40-03		Municipal Court Services	\$412.00
		Total Invoice - 9/21/2016 10:02:58 PM			\$412.00
	Total 39324				\$1,236.00
Total Nancy McAllister					\$1,236.00
North Central Laboratories					
	39325			2016 - September - Second Meeting	
		Invoice - 9/21/2016 3:40:42 AM			
		378736			
		409-000-000-535-00-31-07		Lab Supplies	\$973.07
		Total Invoice - 9/21/2016 3:40:42 AM			\$973.07
	Total 39325				\$973.07
Total North Central Laboratories					\$973.07
Northstar Chemical, Inc.					
	39326			2016 - September - Second Meeting	
		Invoice - 9/20/2016 1:40:06 PM			
		90290 PO#100686			
		401-000-000-534-00-31-01		Chemicals	\$784.00
		Total Invoice - 9/20/2016 1:40:06 PM			\$784.00
		Invoice - 9/20/2016 1:41:58 PM			
		90890 PO #100693			
		401-000-000-534-00-31-01		Chemicals	\$784.00
		Total Invoice - 9/20/2016 1:41:58 PM			\$784.00
		Invoice - 9/20/2016 8:46:44 AM			
		91012 P #10693			
		401-000-000-534-00-31-01		Chemicals	\$994.85
		Total Invoice - 9/20/2016 8:46:44 AM			\$994.85
		Invoice - 9/21/2016 4:06:37 AM			
		91838			
		401-000-000-534-00-31-01		Chemicals	\$934.10
		Total Invoice - 9/21/2016 4:06:37 AM			\$934.10
	Total 39326				\$3,496.95
Total Northstar Chemical, Inc.					\$3,496.95

Vendor	Number	Reference	Account Number	Description	Amount
Oman & Son	39327			2016 - September - Second Meeting	
		Invoice - 9/17/2016 8:37:25 AM			
		215438			
		001-000-000-514-20-48-00		Repairs & Maintenance	\$13.59
				City Hall porch light	
		Total Invoice - 9/17/2016 8:37:25 AM			\$13.59
		Invoice - 9/17/2016 8:48:54 AM			
		215438			
		001-000-000-522-50-48-00		Repair & Maintenance	\$16.19
		001-000-000-576-80-48-00		Repairs & Maintenance	\$16.20
		401-000-000-534-00-31-00		Operation & Maintenance	\$16.19
		408-000-000-531-38-31-01		Operations & Maintenance	\$16.19
		409-000-000-535-00-31-01		Operations And Maintenance	\$16.19
		Total Invoice - 9/17/2016 8:48:54 AM			\$80.96
		Invoice - 9/17/2016 9:00:28 AM			
		217921			
		001-000-000-514-20-35-00		Small Tools & Equipment	\$9.71
		Total Invoice - 9/17/2016 9:00:28 AM			\$9.71
		Invoice - 9/17/2016 9:02:21 AM			
		217025			
		409-000-000-594-35-63-00		Sewer Line Replace/repair	\$7.11
		Total Invoice - 9/17/2016 9:02:21 AM			\$7.11
		Invoice - 9/17/2016 9:04:49 AM			
		218005			
		101-000-000-543-30-30-00		Office And Operating	\$10.75
		Total Invoice - 9/17/2016 9:04:49 AM			\$10.75
		Invoice - 9/17/2016 9:07:51 AM			
		217393			
		101-000-000-543-30-30-00		Office And Operating	\$11.33
		Total Invoice - 9/17/2016 9:07:51 AM			\$11.33
		Invoice - 9/17/2016 9:09:07 AM			
		216604			
		101-000-000-543-30-30-00		Office And Operating	\$15.04
		Total Invoice - 9/17/2016 9:09:07 AM			\$15.04
		Invoice - 9/17/2016 9:19:50 AM			
		218481			
		409-000-000-594-35-63-00		Sewer Line Replace/repair	\$28.16
		Total Invoice - 9/17/2016 9:19:50 AM			\$28.16
		Invoice - 9/17/2016 9:27:40 AM			
		218592			
		409-000-000-594-35-63-00		Sewer Line Replace/repair	\$22.66
		Total Invoice - 9/17/2016 9:27:40 AM			\$22.66
		Invoice - 9/17/2016 9:28:41 AM			
		65.22			
		409-000-000-594-35-63-00		Sewer Line Replace/repair	(\$65.22)
				CM 218514	
		Total Invoice - 9/17/2016 9:28:41 AM			(\$65.22)
		Invoice - 9/17/2016 9:34:07 AM			
		218496			
		001-000-000-576-80-35-00		Small Tools & Equipment	\$107.99
		409-000-000-594-35-63-00		Sewer Line Replace/repair	\$83.01
		Total Invoice - 9/17/2016 9:34:07 AM			\$191.00
		Invoice - 9/17/2016 9:52:52 AM			

Vendor	Number	Reference	Account Number	Description	Amount
			217003		
			409-000-000-594-35-63-00	Sewer Line Replace/repair	\$41.02
			Total Invoice - 9/17/2016 9:52:52 AM		\$41.02
			Invoice - 9/17/2016 9:56:46 AM		
			CM 216990		
			409-000-000-594-35-63-00	Sewer Line Replace/repair	\$46.21
			409-000-000-594-35-63-00	Sewer Line Replace/repair	(\$59.29)
			Total Invoice - 9/17/2016 9:56:46 AM		(\$13.08)
			Invoice - 9/21/2016 12:42:13 AM		
			540597		
			001-000-000-522-10-31-00	Office & Operating Supplies	\$19.41
			Total Invoice - 9/21/2016 12:42:13 AM		\$19.41
			Invoice - 9/21/2016 12:45:00 AM		
			215438		
			101-000-000-543-30-30-00	Office And Operating	\$80.96
			Total Invoice - 9/21/2016 12:45:00 AM		\$80.96
	Total 39327				\$453.40
Total Oman & Son					\$453.40
Pacific CO Auditor					
	39328			2016 - September - Second Meeting	
			Invoice - 9/20/2016 12:02:47 AM		
			Lien Release 206 Main St, Ilwaco		
			001-000-000-514-31-40-00	Recording Fees	\$33.00
				Acct 1535.0 Gerome/Faluks Lien Release	
			Total Invoice - 9/20/2016 12:02:47 AM		\$33.00
			Invoice - 9/21/2016 3:36:14 AM		
			Lien Release 411 Spruce St. E		
			001-000-000-514-31-40-00	Recording Fees	\$33.00
				Release Lien for Gary Wirkkala Acct 1365.0	
			Total Invoice - 9/21/2016 3:36:14 AM		\$33.00
	Total 39328				\$66.00
Total Pacific CO Auditor					\$66.00
Pacific CO Health and Human Services					
	39329			2016 - September - Second Meeting	
			Invoice - 9/19/2016 11:21:50 PM		
			Inv 2016-112		
			001-000-000-566-00-51-00	Alcohol Program 2%	\$60.64
			Total Invoice - 9/19/2016 11:21:50 PM		\$60.64
	Total 39329				\$60.64
Total Pacific CO Health and Human Services					\$60.64
Pacific CO Health Dept.					
	39330			2016 - September - Second Meeting	
			Invoice - 9/20/2016 1:32:43 PM		
			2016-1039 Emp Hep B		
			409-000-000-535-00-20-00	Employee Benefits	\$112.61
			409-000-000-535-00-20-00	Employee Benefits	\$112.61
			Total Invoice - 9/20/2016 1:32:43 PM		\$225.22
	Total 39330				\$225.22
Total Pacific CO Health Dept.					\$225.22

Vendor	Number	Reference	Account Number	Description	Amount
PUD No 2 of Pacific County					
	39331			2016 - September - Second Meeting	
		Invoice - 9/19/2016 11:17:33 PM			
			Acct 12140 Inv 27		
			001-000-000-511-60-47-00	Electricity	\$80.00
			001-000-000-514-20-47-00	Electricity	\$0.00
			001-000-000-522-50-47-00	Electricity	\$216.80
			001-000-000-572-50-47-00	Electricity	\$561.94
			001-000-000-575-50-40-00	Community Bldg Other - Electri	\$374.63
			001-000-000-576-80-47-00	Electricity	\$50.59
			101-000-000-542-63-47-00	Street Light Operating	\$623.06
			401-000-000-534-00-47-00	Electricity	\$2,921.44
			409-000-000-535-00-47-01	Electricity	\$5,494.27
		Total Invoice - 9/19/2016 11:17:33 PM			\$10,322.73
	Total 39331				\$10,322.73
Total PUD No 2 of Pacific County					\$10,322.73
Safety Compliance Publications Inc					
	39332			2016 - September - Second Meeting	
		Invoice - 9/21/2016 2:24:42 AM			
			28896		
			101-000-000-542-30-40-00	Safety	\$298.50
		Total Invoice - 9/21/2016 2:24:42 AM			\$298.50
	Total 39332				\$298.50
Total Safety Compliance Publications Inc					\$298.50
Sid's IGA					
	39333			2016 - September - Second Meeting	
		Invoice - 9/21/2016 1:53:31 AM			
			4817		
			409-000-000-535-00-31-01	Operations And Maintenance	\$8.42
		Total Invoice - 9/21/2016 1:53:31 AM			\$8.42
		Invoice - 9/21/2016 1:56:20 AM			
			0381		
			409-000-000-535-00-31-01	Operations And Maintenance	\$6.80
		Total Invoice - 9/21/2016 1:56:20 AM			\$6.80
	Total 39333				\$15.22
Total Sid's IGA					\$15.22

Vendor	Number	Reference	Account Number	Description	Amount
Sunset Auto Parts Inc.	39334			2016 - September - Second Meeting	
		Invoice - 9/21/2016 12:32:09 AM			
		878020			
		409-000-000-535-00-48-01		Repairs And Maintenance	\$17.11
		Total Invoice - 9/21/2016 12:32:09 AM			\$17.11
		Invoice - 9/21/2016 2:56:13 AM			
		872369			
		001-000-000-576-80-48-00		Repairs & Maintenance	\$11.54
		Total Invoice - 9/21/2016 2:56:13 AM			\$11.54
		Invoice - 9/21/2016 2:57:16 AM			
		873694			
		409-000-000-535-00-48-01		Repairs And Maintenance	\$1.39
		Total Invoice - 9/21/2016 2:57:16 AM			\$1.39
		Invoice - 9/21/2016 2:58:18 AM			
		873838			
		409-000-000-535-00-48-01		Repairs And Maintenance	\$42.66
		Total Invoice - 9/21/2016 2:58:18 AM			\$42.66
		Invoice - 9/21/2016 2:59:21 AM			
		875348			
		101-000-000-543-30-30-00		Office And Operating	\$7.07
		Total Invoice - 9/21/2016 2:59:21 AM			\$7.07
		Invoice - 9/21/2016 3:00:20 AM			
		875870			
		409-000-000-535-00-48-01		Repairs And Maintenance	\$290.52
		Total Invoice - 9/21/2016 3:00:20 AM			\$290.52
		Invoice - 9/21/2016 3:01:42 AM			
		876351			
		001-000-000-576-80-48-00		Repairs & Maintenance	\$8.02
		Total Invoice - 9/21/2016 3:01:42 AM			\$8.02
		Invoice - 9/21/2016 3:03:30 AM			
		876474			
		401-000-000-534-00-31-00		Operation & Maintenance	\$9.95
		408-000-000-531-38-31-01		Operations & Maintenance	\$9.95
		409-000-000-535-00-31-01		Operations And Maintenance	\$9.95
		Total Invoice - 9/21/2016 3:03:30 AM			\$29.85
		Invoice - 9/21/2016 3:05:56 AM			
		874880			
		001-000-000-576-80-35-00		Small Tools & Equipment	\$89.89
		Total Invoice - 9/21/2016 3:05:56 AM			\$89.89
	Total 39334				\$498.05
Total Sunset Auto Parts Inc.					\$498.05
The Planter Box	39335			2016 - September - Second Meeting	
		Invoice - 9/19/2016 11:51:08 PM			
		11377			
		409-000-000-535-00-31-02		Chemicals	\$22.42
		Total Invoice - 9/19/2016 11:51:08 PM			\$22.42
	Total 39335				\$22.42
Total The Planter Box					\$22.42

Vendor	Number	Reference	Account Number	Description	Amount
Timothy J. Pfeifer	39336			2016 - September - Second Meeting	
		Invoice - 9/21/2016 3:26:53 AM			
		Emp Reimb			
		409-000-000-535-00-31-08		Office Supplies & Customer Service	\$50.00
		Total Invoice - 9/21/2016 3:26:53 AM			\$50.00
	Total 39336				\$50.00
Total Timothy J. Pfeifer					\$50.00
Tire Hut	39337			2016 - September - Second Meeting	
		Invoice - 9/19/2016 11:24:24 PM			
		Inv 7699 PO100695			
		001-000-000-576-80-48-00		Repairs & Maintenance	\$132.99
		101-000-000-543-30-30-00		Office And Operating	\$133.00
		401-000-000-534-00-31-00		Operation & Maintenance	\$132.99
		408-000-000-531-38-31-01		Operations & Maintenance	\$132.99
		409-000-000-535-00-31-01		Operations And Maintenance	\$132.99
		Total Invoice - 9/19/2016 11:24:24 PM			\$664.96
		Invoice - 9/19/2016 11:36:56 PM			
		Inv 7707			
		001-000-000-576-80-48-00		Repairs & Maintenance	\$48.79
		101-000-000-543-30-30-00		Office And Operating	\$48.78
		401-000-000-534-00-31-00		Operation & Maintenance	\$48.79
		408-000-000-531-38-31-01		Operations & Maintenance	\$48.78
		409-000-000-535-00-31-01		Operations And Maintenance	\$48.78
		Total Invoice - 9/19/2016 11:36:56 PM			\$243.92
	Total 39337				\$908.88
Total Tire Hut					\$908.88
TP Freight Lines, Inc.	39338			2016 - September - Second Meeting	
		Invoice - 9/21/2016 1:20:15 AM			
		61124400			
		401-000-000-594-34-64-01		Equipment	\$399.56
		Total Invoice - 9/21/2016 1:20:15 AM			\$399.56
	Total 39338				\$399.56
Total TP Freight Lines, Inc.					\$399.56
WA State Dept. of Ecology	39339			2016 - September - Second Meeting	
		Invoice - 9/20/2016 2:25:20 PM			
		9/1/16 L1300001			
		403-000-000-397-00-00-07		Transfer-Sewer DOE	(\$107,833.35)
		10/15/16 L1300001			
		403-000-000-591-35-78-00		DOE SRF L1300001- Principal	\$69,102.26
		10/15/16 L1300001			
		403-000-000-592-35-83-00		DOE SRF L1300001- Interest	\$38,731.09
		10/15/16 L1300001			
		409-000-000-597-00-00-04		Wwtp - TO 403 Srf Redemption	\$107,833.35
		10/15/16 L1300001			
		Total Invoice - 9/20/2016 2:25:20 PM			\$107,833.35
	Total 39339				\$107,833.35
Total WA State Dept. of Ecology					\$107,833.35

Vendor	Number	Reference	Account Number	Description	Amount
WA State Dept. of Ecology	*				
	39340			2016 - September - Second Meeting	
		Invoice - 9/19/2016 11:56:00 PM			
			2017-DSPA240522		
			409-000-000-535-00-31-05	Doe Annual Permit	\$881.00
				Indian Creek Dam Safety Fee	
		Total Invoice - 9/19/2016 11:56:00 PM			\$881.00
	Total 39340				\$881.00
Total WA State Dept. of Ecology	*				\$881.00
Wadsworth Electric					
	39341			2016 - September - Second Meeting	
		Invoice - 9/20/2016 1:38:50 PM			
			409390		
			401-000-000-534-00-41-03	Professional Services - Electrician	\$209.52
		Total Invoice - 9/20/2016 1:38:50 PM			\$209.52
		Invoice - 9/21/2016 1:43:17 AM			
			409337		
			409-000-000-535-00-41-01	Professional Services - Electrician	\$157.14
		Total Invoice - 9/21/2016 1:43:17 AM			\$157.14
		Invoice - 9/21/2016 1:44:52 AM			
			409336		
			409-000-000-535-00-41-01	Professional Services - Electrician	\$1,507.83
		Total Invoice - 9/21/2016 1:44:52 AM			\$1,507.83
		Invoice - 9/21/2016 1:57:07 AM			
			409389		
			409-000-000-535-00-41-01	Professional Services - Electrician	\$419.04
		Total Invoice - 9/21/2016 1:57:07 AM			\$419.04
	Total 39341				\$2,293.53
Total Wadsworth Electric					\$2,293.53
Wilcox & Flegel Oil Co.					
	39342			2016 - September - Second Meeting	
		Invoice - 9/17/2016 7:39:15 AM			
			CL36113		
			001-000-000-522-10-32-00	Gasoline	\$141.95
		Total Invoice - 9/17/2016 7:39:15 AM			\$141.95
		Invoice - 9/17/2016 7:44:42 AM			
			0062992-IN		
			401-000-000-534-00-31-00	Operation & Maintenance	\$208.63
		Total Invoice - 9/17/2016 7:44:42 AM			\$208.63
		Invoice - 9/17/2016 7:48:40 AM			
			CL31334		
			001-000-000-522-10-32-00	Gasoline	\$93.21
			001-000-000-576-80-31-00	Office & Operating Supplies	\$93.21
			101-000-000-543-30-30-01	Gasoline & Oil Products	\$93.21
			401-000-000-534-00-32-00	Gasoline	\$49.10
			401-000-000-534-00-32-00	Gasoline	\$93.21
			401-000-000-534-00-32-00	Gasoline	\$164.21
			409-000-000-535-00-32-00	Gas/oil Products	\$93.21
		Total Invoice - 9/17/2016 7:48:40 AM			\$679.36
		Invoice - 9/17/2016 8:29:46 AM			
			CL36112		
			001-000-000-576-80-31-00	Office & Operating Supplies	\$143.26
			101-000-000-543-30-30-01	Gasoline & Oil Products	\$143.26
			104-000-000-557-30-41-03	Ilwaco Merchants Association	\$143.26

Vendor	Number	Reference	Account Number	Description	Amount
			401-000-000-534-00-32-00	Gasoline	\$143.26
			408-000-000-531-38-32-00	Gas/Oil Products	\$142.41
			409-000-000-535-00-32-00	Gas/oil Products	\$142.42
		Total Invoice - 9/17/2016 8:29:46 AM			\$857.87
	Total 39342				\$1,887.81
Total Wilcox & Flegel Oil Co.					\$1,887.81
William R. Penoyar, Attorney at Law					
	39343			2016 - September - Second Meeting	
		Invoice - 9/21/2016 10:00:09 PM			
		Sept Court Services			
			001-000-000-512-50-40-03	Municipal Court Services	\$412.00
		Total Invoice - 9/21/2016 10:00:09 PM			\$412.00
		Invoice - 9/21/2016 10:00:32 PM			
		Oct Court Services			
			001-000-000-512-50-40-03	Municipal Court Services	\$412.00
		Total Invoice - 9/21/2016 10:00:32 PM			\$412.00
		Invoice - 9/21/2016 9:58:48 PM			
		Aug Court Services			
			001-000-000-512-50-40-03	Municipal Court Services	\$412.00
		Total Invoice - 9/21/2016 9:58:48 PM			\$412.00
	Total 39343				\$1,236.00
Total William R. Penoyar, Attorney at Law					\$1,236.00
Grand Total		Vendor Count	53		\$218,380.75

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 09/12/16 Council Business Item: 09/26/16

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. Complimentary service is provided by Charter to Ilwaco City Hall, City Shop, Hilltop Middle School, Ilwaco High School, and Ocean Beach Hospital. **It has been requested that the Fire Hall be granted complimentary access as well but this has not yet been confirmed by Charter.**
2. **Charter has asked for a teleconference with the City Attorney to discuss the most recent edits to the agreement.**

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 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: 09/26/16 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 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:

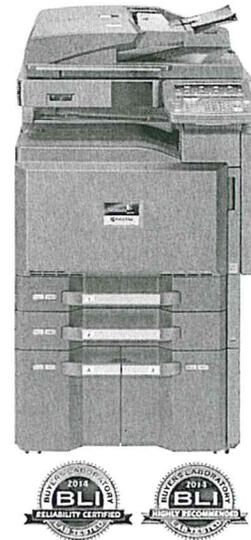
- Kyocera TASKalfa 3500i – 60 month lease signed 7/10/12 – 11 months remaining
- Monthly equipment lease cost: \$130.12
- Monthly invoice from Solutions YES for \$15.00 for fax board rental
- Monthly average BW usage of 6,950 x 0.0095 = \$66.03
- Total average monthly expense: **\$ 211.15**

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





***Service & Support Guarantees
For The City of Ilwaco***

- ✓ Solutions YES guarantees you will be contacted by one of our support specialist within 60 minutes of us receiving your request for support. Your support specialist will also call 24 hours after resolving the issue to ensure your satisfaction.
- ✓ Solutions YES guarantees a 4 hour or less average on-site response time from the time we receive your request for support. If this commitment is not met we will credit you back one month of service.
- ✓ Solutions YES guarantees that if we are unable to resolve a performance issue within 24 hours or you are unhappy with the performance of your machine for any reason we will install a loaner machine at no charge.
- ✓ Solutions YES guarantees your machine to have a 95% uptime over a 90 day period or we will install a loaner machine and bring your device into our service department for further analysis until the issue is fully resolved.
- ✓ Solutions YES guarantees the performance of your new machine to manufacturer specifications for 5 years from the date of purchase or lease or we will replace it with a machine with equal or greater capabilities and of equal or greater value.

We are so confident of our service capabilities that we will allow you to cancel your service contract at any time if we do not deliver on what we promise!

Solutions YES
Representative: *Michael Rice* Date: 9/13/16

Customer
Representative: _____ Date: _____



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. The City of Ilwaco can cancel this agreement for any reason with 30-day written notice with no penalty.

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.

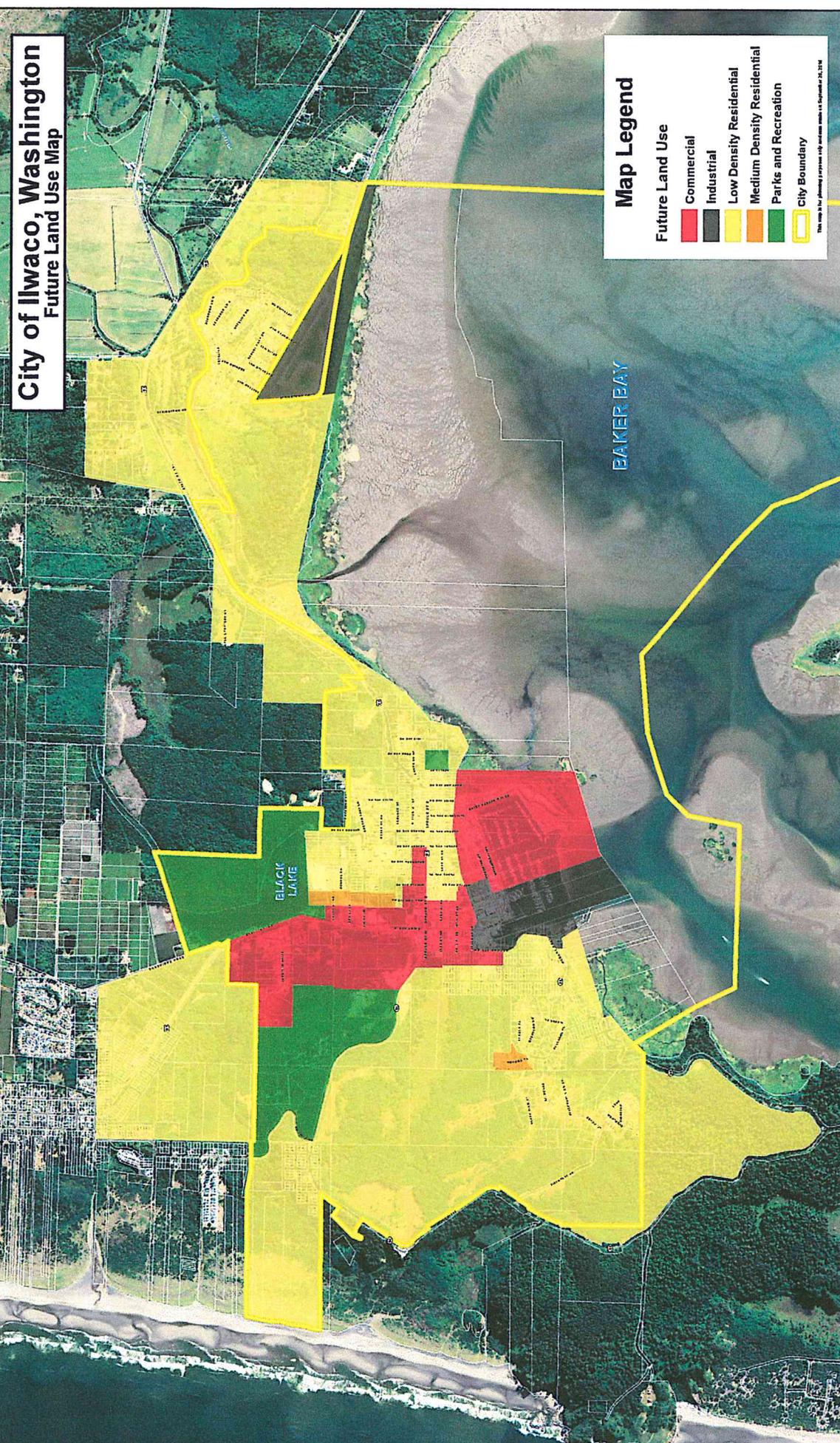
It is your responsibility to provide the leasing company with a Letter of Intent to Terminate your lease within the appropriate window of time. The Terms and Conditions section of the leasing company's original lease will indicate the time frame.

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

Solutions YES
Representative: Michael Crick Date: 9/8/16

Customer
Representative: _____ Date: _____

PACIFIC OCEAN



City of Ilwaco, Washington
 Future Land Use Map

Map Legend

Future Land Use

- Commercial
- Industrial
- Low Density Residential
- Medium Density Residential
- Parks and Recreation
- City Boundary

This map is for planning purposes only and was made on September 16, 2014