



Meetings are held at the
Ilwaco Community Building Meeting Room
158 First Ave North in Ilwaco, WA

**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, October 10, 2016**

**4:00 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 26, 2016 Budget Workshop
 - b. September 26, 2016 Regular Meeting
- 2. Claims & Vouchers (TAB 2)
 - a. Checks: 39344 to 39352 + electronic payments \$35,387.04
 - b. Checks: 39353 to 39385 \$51,528.46
 - GRAND TOTAL: \$86,915.50

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

- G. Comments of Citizens and Guests Present**

At this time, the mayor will call for any comments from the public on any subject not on the agenda. Please limit your comments to five (5) minutes. The City Council does not take any

action or make any decisions during public comment. To request an item be added to a future agenda, please contact the city clerk for the council rules of procedure for agenda items.

H. Business

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

I. Discussion

1. **Solutions Yes Contract for New Equipment and Service (TAB 9) – *Cassinelli***
2. **Black Lake Disc Golf Design Contract (TAB 10) – *Karnofski***
3. **2017 EDC Contract for Technical Services (TAB 11) – *Cassinelli***

J. Correspondence and Written Reports

K. Future Discussion/Agendas

1. Administrative Interpretation Code Amendment
2. Shoreline Master Program Update
3. Update to Critical Areas Ordinance
4. Neighborhood Preservation Ordinance
5. Ordinance Amending Title 8 – Health and Safety
6. CWCOG Contract Renewal
7. Contract for Website Development
8. Comprehensive Plan Future Land Use Map
9. Propel Insurance Renewal

L. Adjournment

M. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	10/10/16 10/24/16	6:00 p.m.	Community Building
City Council	Workshop – 2017 Budget	Monday	10/10/16 10/24/16	5:00 p.m. 4:00 p.m.	Community Building
City Council	Public Hearing – 2017 Property Tax Levy	Monday	10/24/16	6:00 p.m.	Community Building
Planning Commission	Regular Meeting	Tuesday	10/04/16 11/01/16	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Tuesday	10/11/16	6:00 p.m.	Fire Hall



**CITY OF ILWACO
2017 Budget Workshop
Monday, September 26, 2016**

A. Call to Order

Mayor Cassinelli called the workshop to order at 5:18 p.m.

- B. Present:** Councilmembers: Fred Marshall, and Jon Chambreau and Treasurer Karen Varshock. Councilmembers Gary Forner and Karnofski arrived late. Absent: Councilmember David Jensen.

C. Discussion

Treasurer Varshock reviewed preliminary versions of the Stormwater and Excise funds. A brief discussion ensued regarding whether or not to raise stormwater rates. No decision was made for proposing an increase in 2017. Overall presentation of financial information and presentation of budgeted, spent, and projected spending ensued. The format and projected spending amounts were discussed in detail, with emphasis on reserve requirements and reporting fund reserves. The Treasurer provided updates on projected increases in employee medical coverage, salaries and wages, and some operating costs. The early projection for the federal 2017 cost of living adjustment is (COLA) two-tenths of one percent. Additionally, there are many pieces of information the Treasurer uses for projecting revenues and expenses that will be available in the coming month. The details for all of the other funds including the Water, and Wastewater funds will be covered at the workshops that follow.

D. Adjournment

Mayor Cassinelli adjourned the workshop at 5:59 p.m.

Mike Cassinelli, Mayor

Karen Varshock, Treasurer



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

A. Call to order

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

B. Flag Salute

1. The Pledge of Allegiance was recited.

C. Roll Call

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

D. Approval of Agenda

1. Mayor Cassinelli requested an amendment to the agenda to remove Business Item 1. Charter Franchise Agreement Renewal.
ACTION: Motion to approve the agenda with removal of Discussion Item 1, Charter Franchise Agreement Renewal. (Karnofski/Forner) 4 Ayes 0 Nays 0 Abstain.

E. Consent Agenda

1. Including Checks: 39287 to 39290 + Electronic payments totaling \$18,981.47, Checks: 392912 to 39343 totaling \$218,380.75 for a grand total of \$237,362.22.
ACTION: Motion to approve the consent agenda as written. (Chambreau/Forner) 4 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

i. Fire Chief

Would like to arrange a committee meeting for a follow-up debriefing of last weekends' Wellspring Triathlon. Councilmember Karnofski will arrange a date and time.

2. Council Reports

- i.** Councilmember Karnofski reported last weekends' triathlon was a success. The event was well attended and the committee picked up several ideas for next year's event. She would like to thank Police Chief Wright and Fire Chief Williams for their support during the event.
- ii.** Councilmember Marshall attended the ground breaking ceremony at the park and had an opportunity to personally thank one of the projects supporters.
- iii.** Councilmember Chambreau also attended the ground breaking ceremony at the park.
- iv.** Councilmember Forner attended the groundbreaking ceremony at the park. He complimented the Chinook Observer on the photography taken during the ceremony,

particularly the photograph of the mayor. He also attended the triathlon and commented the event was well attended.

3. Mayor's Report

- i. Mayor Cassinelli attended the recent Port of Ilwaco meeting. He and City Clerk, Holly Beller, attended the SW Regional Transportation Council meeting.

G. Comments of Citizens and Guests Present

1. Not a Ban – A Better Plan – Steering committee representatives Vicki Vanneman, Bette LuKrause, and Mark Perez, were in attendance. Speaking for the group, Ms. Vanneman provided an update of the committee's efforts during the past year in response to the Fourth of July activities in 2015. Following extensive research and community outreach, the organization is proposing local jurisdictions adopt a "step down" plan for managing firework activity during the Fourth of July holiday period. Research and communication details were presented. A phase-in approach is suggested for changes adopted and for simplicity, neighboring communities should adopt the same regulations. Councilmember Chambreau commented future discussion would be needed regarding the potential impact on tourism. Councilmember Karnofski and Mayor Cassinelli thanked the representatives for their time. Councilmember Chambreau commended the group for all the time and effort put towards understanding and communicating the issues. The committee left survey data and findings to be forwarded to the council members.

G. Oath of Office

1. Planning Commission Seat 3, Melissa Cutting.

- ii. Ms. Cutting was unable to attend. The mayor will give the Oath of Office at City Hall.

H. Business

I. Discussion

1. Solutions Yes Contract for New Equipment and Service. Councilmember Marshall requested and estimate of the volume and associated costs of future color printing as compared to current costs.
2. Comprehensive Plan Map There were a number of questions regarding the boundary, future use for zoning and if the map had been vetted by the city planner.

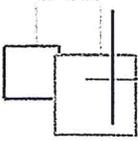
J. Future Discussion/Agendas

1. Shoreline Master Program Update
2. Update to Critical Areas Ordinance
3. Neighborhood Preservation Ordinance
4. Comprehensive Plan Map Amendment
5. CWCOG Contract Renewal
6. Black Lake Disc Golf Design Contract

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

Mike Cassinelli, Mayor

Karen Varshock, Treasurer



Register

Number	Name	Description	Amount
<u>39344</u>	Brooks, Brian	2016 - October - First Meeting	\$1,126.30
<u>39345</u>	Fero, Jimmie W	2016 - October - First Meeting	\$1,357.56
<u>39346</u>	Pfeifer, Timothy J.	2016 - October - First Meeting	\$1,889.27
<u>39347</u>	Williams, Thomas R	2016 - October - First Meeting	\$997.45
<u>39348</u>	AWC - Life Insurance	2016 - October - First Meeting	\$18.40
<u>39349</u>	AWC Employee Benefit Trust	2016 - October - First Meeting	\$5,236.22
<u>39350</u>	Dept of Retirement - Def Comp	2016 - October - First Meeting	\$155.00
<u>39351</u>	Dept of Retirement Systems	2016 - October - First Meeting	\$6,536.58
<u>39352</u>	Employment Security Dept.	2016 - October - First Meeting	\$1,350.49
<u>Direct Deposit Run -</u>	Payroll Vendor	2016 - October - First Meeting	\$10,676.34
<u>EFT 10-5-16</u>	Discovery Benefits	2016 - October - First Meeting	\$625.00
<u>EFT 10-5-16</u>	U.S. Treasury Department	2016 - October - First Meeting	\$5,418.43
			\$35,387.04

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.

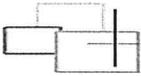
Treasurer

39344 through 39352 and electronic payments totalling \$35,387.04 are approved this 10th day of October, 2016.

Council member

Council member

Council member



Register

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

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>39353</u>	A-1 Redi Mix	10/10/2016	\$260.16
<u>39354</u>	Aqua-Aerobic Systems, Inc.	10/10/2016	\$1,175.15
<u>39355</u>	Association of WA Cities	10/10/2016	\$2,500.00
<u>39356</u>	Backflow By The Best	10/10/2016	\$4,800.00
<u>39357</u>	Cascade Columbia Distribution Co.	10/10/2016	\$3,211.00
<u>39358</u>	Chinook Observer	10/10/2016	\$88.98
<u>39359</u>	City of Ilwaco	10/10/2016	\$4,031.82
<u>39360</u>	Cole-Parmer	10/10/2016	\$59.58
<u>39361</u>	CWCOG	10/10/2016	\$1,715.58
<u>39362</u>	Endress & Hauser, INC	10/10/2016	\$2,399.05
<u>39363</u>	Englund Marine Supply Inc	10/10/2016	\$83.87
<u>39364</u>	Grainger	10/10/2016	\$651.11
<u>39365</u>	Gray & Osborne, Inc.	10/10/2016	\$1,427.31
<u>39366</u>	HD Fowler Company	10/10/2016	\$809.78
<u>39367</u>	Heather Reynolds, Attorney	10/10/2016	\$1,134.00
<u>39368</u>	Home Depot Credit Services	10/10/2016	\$156.51
<u>39369</u>	IFOCUS Consulting Inc.	10/10/2016	\$715.00
<u>39370</u>	Ilwaco Charter Association	10/10/2016	\$1,000.00
<u>39371</u>	Kubwater Resources Inc.	10/10/2016	\$1,376.21
<u>39372</u>	LEAF	10/10/2016	\$130.12
<u>39373</u>	Lindstrom & Son Construction Inc.	10/10/2016	\$10,926.90
<u>39374</u>	Oman & Son	10/10/2016	\$83.51
<u>39375</u>	One Call Concepts, Inc.	10/10/2016	\$9.56
<u>39376</u>	Pacific CO Sheriff Office	10/10/2016	\$5,905.21
<u>39377</u>	Peninsula Sanitation Service, Inc.	10/10/2016	\$656.32
<u>39378</u>	PUD No 2 of Pacific County	10/10/2016	\$100.00
<u>39379</u>	Sid's IGA	10/10/2016	\$182.87
<u>39380</u>	Solutions Yes	10/10/2016	\$179.61
<u>39381</u>	Tire Hut	10/10/2016	\$43.20
<u>39382</u>	Verizon Wireless	10/10/2016	\$119.24
<u>39383</u>	WA State Dept. of Ecology	10/10/2016	\$1,308.01
<u>39384</u>	Walter E. Nelson Co. of Astoria	10/10/2016	\$75.09
<u>39385</u>	Wilson Enterprises	10/10/2016	\$4,213.71
	Total Check		\$51,528.46
	Total 8023281		\$51,528.46
	Grand Total		\$51,528.46

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.

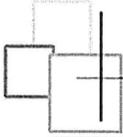
Treasurer

39353 through 39385 totalling \$51,528.46 are approved this 10th day of October, 2016.

Council member

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A-1 Redi Mix	39353			2016 - October - First Meeting	
		Invoice - 10/5/2016 1:26:00 PM			
		9/26/16			
		409-000-000-594-35-63-00		Sewer Line Replace/repair	\$60.48
		16228			
		409-000-000-594-35-63-00		Sewer Line Replace/repair	\$150.00
		16232			
		409-000-000-594-35-63-00		Sewer Line Replace/repair	\$30.24
		16231			
		409-000-000-594-35-63-00		Sewer Line Replace/repair	\$19.44
		16233			
		Total Invoice - 10/5/2016 1:26:00 PM			\$260.16
	Total 39353				\$260.16
Total A-1 Redi Mix					\$260.16
Aqua-Aerobic Systems, Inc.	39354			2016 - October - First Meeting	
		Invoice - 10/5/2016 10:15:29 AM			
		1008400			
		409-000-000-535-00-48-01		Repairs And Maintenance	\$1,175.15
		Total Invoice - 10/5/2016 10:15:29 AM			\$1,175.15
	Total 39354				\$1,175.15
Total Aqua-Aerobic Systems, Inc.					\$1,175.15
Association of WA Cities	39355			2016 - October - First Meeting	
		Invoice - 10/5/2016 10:21:12 AM			
		24			
		001-000-000-522-50-46-00		Insurance	\$2,500.00
		Total Invoice - 10/5/2016 10:21:12 AM			\$2,500.00
	Total 39355				\$2,500.00
Total Association of WA Cities					\$2,500.00
Backflow By The Best	39356			2016 - October - First Meeting	
		Invoice - 10/5/2016 1:47:52 PM			
		9/19/16-10/5/16			
		409-000-000-535-00-41-05		Professional Services	\$2,250.00
		Total Invoice - 10/5/2016 1:47:52 PM			\$2,250.00
		Invoice - 10/5/2016 10:53:28 AM			
		9/1/16-9/16/16			
		409-000-000-535-00-41-05		Professional Services	\$2,550.00
		9/1/16-9/16/16			
		Total Invoice - 10/5/2016 10:53:28 AM			\$2,550.00
	Total 39356				\$4,800.00
Total Backflow By The Best					\$4,800.00
Cascade Columbia Distribution Co.	39357			2016 - October - First Meeting	
		Invoice - 10/4/2016 4:44:13 PM			
		677240			
		401-000-000-534-00-31-01		Chemicals	\$3,211.00
		Total Invoice - 10/4/2016 4:44:13 PM			\$3,211.00
	Total 39357				\$3,211.00
Total Cascade Columbia Distribution Co.					\$3,211.00
Chinook Observer	39358			2016 - October - First Meeting	
		Invoice - 10/5/2016 1:39:50 PM			
		30301609			
		001-000-000-511-30-44-00		Official Publications	\$88.98
		Total Invoice - 10/5/2016 1:39:50 PM			\$88.98
	Total 39358				\$88.98
Total Chinook Observer					\$88.98
City of Ilwaco	39359			2016 - October - First Meeting	
		Invoice - 10/5/2016 10:28:06 AM			
		10/01/2016			
		001-000-000-511-60-47-02		City Sewer - Museum	\$41.87
		001-000-000-514-20-47-02		Water - City Hall	\$60.08
		001-000-000-514-20-47-03		Sewer - City Hall	\$92.76
		001-000-000-514-20-47-04		Storm Drainage	\$25.11
		001-000-000-522-50-47-01		Water	\$180.48

	001-000-000-522-50-47-02	Sewer	\$234.18
	001-000-000-522-50-47-03	Storm Drainage	\$70.48
	001-000-000-572-50-47-01	City Water	\$183.73
	001-000-000-572-50-47-02	City Sewer	\$240.60
	001-000-000-572-50-47-03	Storm Drainage	\$10.99
	001-000-000-576-80-47-01	Water-Parks, Sprinklers,Blk Lake	\$197.37
	001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$68.47
	001-000-000-576-80-47-03	Storm Drainage	\$21.98
	409-000-000-535-00-47-02	Water	\$983.23
	409-000-000-535-00-47-03	Sewer	\$1,587.52
	409-000-000-535-00-47-05	Storm Drainage	\$32.97
	Total Invoice - 10/5/2016 10:28:06 AM		\$4,031.82
Total City of Ilwaco			\$4,031.82
Cole-Parmer			\$4,031.82
39360			

2016 - October - First Meeting

	Invoice - 10/4/2016 4:46:00 PM		
	9734800		
	401-000-000-534-00-35-01	Small Tools & Equipment - Lab	\$59.58
	Total Invoice - 10/4/2016 4:46:00 PM		\$59.58
Total Cole-Parmer			\$59.58
CWCOG			\$59.58
39361			

2016 - October - First Meeting

	Invoice - 10/5/2016 10:44:14 AM		
	2016-160		
	001-000-000-558-60-41-00	Planner Services	\$1,715.58
	Total Invoice - 10/5/2016 10:44:14 AM		\$1,715.58
Total CWCOG			\$1,715.58
Endress & Hauser, INC			\$1,715.58
39362			

2016 - October - First Meeting

	Invoice - 10/5/2016 11:15:39 AM		
	PO 100643		
	401-000-000-594-34-64-01	Equipment	\$2,399.05
	Total Invoice - 10/5/2016 11:15:39 AM		\$2,399.05
Total Endress & Hauser, INC			\$2,399.05
Englund Marine Supply Inc			\$2,399.05
39363			

2016 - October - First Meeting

	Invoice - 10/5/2016 1:37:24 PM		
	259103/2		
	409-000-000-535-00-31-01	Operations And Maintenance	\$8.69
	Total Invoice - 10/5/2016 1:37:24 PM		\$8.69

	Invoice - 10/5/2016 10:01:32 AM		
	259201/2		
	001-000-000-522-10-35-00	Small Tools & Equipment	\$11.99
	Total Invoice - 10/5/2016 10:01:32 AM		\$11.99

	Invoice - 10/5/2016 10:13:36 AM		
	258975/2		
	001-000-000-576-80-48-00	Repairs & Maintenance	\$1.48
	101-000-000-543-30-30-00	Office And Operatinq	\$1.48
	401-000-000-534-00-31-00	Operation & Maintenance	\$1.48
	408-000-000-531-38-31-01	Operations & Maintenance	\$1.48
	409-000-000-535-00-31-01	Operations And Maintenance	\$1.48
	Total Invoice - 10/5/2016 10:13:36 AM		\$7.40

	Invoice - 10/5/2016 9:57:28 AM		
	259010/2		
	001-000-000-576-80-48-00	Repairs & Maintenance	\$11.15
	101-000-000-543-30-30-00	Office And Operatinq	\$11.16
	401-000-000-534-00-31-00	Operation & Maintenance	\$11.16
	408-000-000-531-38-31-01	Operations & Maintenance	\$11.16
	409-000-000-535-00-31-01	Operations And Maintenance	\$11.16
	Total Invoice - 10/5/2016 9:57:28 AM		\$55.79

Total Englund Marine Supply Inc			\$83.87
Grainqer			\$83.87
39364			

2016 - October - First Meeting

	Invoice - 10/5/2016 10:24:45 AM		
	9230085996		
	101-000-000-543-30-40-00	Safety Training	\$217.03
	401-000-000-534-00-40-00	Safety	\$217.04
	409-000-000-535-00-40-00	Safety	\$217.04
	Total Invoice - 10/5/2016 10:24:45 AM		\$651.11

Total Grainqer			\$651.11
Gray & Osborne, Inc.			\$651.11
39365			

2016 - October - First Meeting

	Invoice - 10/5/2016 12:42:40 PM		
	Project 16559/1		
	409-000-000-535-00-41-05	Professional Services	\$1,268.72

	Total Invoice - 10/5/2016 12:42:40 PM		\$1,268.72
	Invoice - 10/5/2016 12:45:26 PM		
	Project 16548/1		
	408-000-000-531-38-31-01	Operations & Maintenance	\$158.59
	Total Invoice - 10/5/2016 12:45:26 PM		\$158.59
Total 39365			\$1,427.31
Total Gray & Osborne, Inc.			\$1,427.31
HD Fowler Company			
39366			
		2016 - October - First Meeting	
	Invoice - 10/4/2016 1:02:57 PM		
	14343741		
	401-000-000-534-00-31-00	Operation & Maintenance	\$809.78
		New Water Meter port boat yard	
	Total Invoice - 10/4/2016 1:02:57 PM		\$809.78
Total 39366			\$809.78
Total HD Fowler Company			\$809.78
Heather Reynolds, Attorney			
39367			
		2016 - October - First Meeting	
	Invoice - 10/5/2016 12:31:06 PM		
	Sept 30 2016		
	001-000-000-515-30-41-00	Legal Services	\$1,134.00
	Total Invoice - 10/5/2016 12:31:06 PM		\$1,134.00
Total 39367			\$1,134.00
Total Heather Reynolds, Attorney			\$1,134.00
Home Depot Credit Services			
39368			
		2016 - October - First Meeting	
	Invoice - 10/5/2016 10:59:11 AM		
	9/21/16		
	001-000-000-511-60-48-00	Repair & Maintenance	\$54.97
	409-000-000-535-00-48-01	Repairs And Maintenance	\$101.54
	Total Invoice - 10/5/2016 10:59:11 AM		\$156.51
Total 39368			\$156.51
Total Home Depot Credit Services			\$156.51
IFOCUS Consulting Inc.			
39369			
		2016 - October - First Meeting	
	Invoice - 10/5/2016 1:41:28 PM		
	10154		
	001-000-000-514-20-41-00	Professional Services	\$36.66
	401-000-000-534-00-41-04	Professional Services - Computer	\$36.67
	409-000-000-535-00-41-02	Professional Services - Computer	\$36.67
	Total Invoice - 10/5/2016 1:41:28 PM		\$110.00
	Invoice - 10/5/2016 1:41:39 PM		
	10172		
	001-000-000-514-20-41-00	Professional Services	\$166.67
	401-000-000-534-00-41-04	Professional Services - Computer	\$166.67
	409-000-000-535-00-41-02	Professional Services - Computer	\$166.66
	Total Invoice - 10/5/2016 1:41:39 PM		\$500.00
	Invoice - 10/5/2016 1:41:43 PM		
	10186		
	001-000-000-514-20-41-00	Professional Services	\$35.00
	401-000-000-534-00-41-04	Professional Services - Computer	\$35.00
	409-000-000-535-00-41-02	Professional Services - Computer	\$35.00
	Total Invoice - 10/5/2016 1:41:43 PM		\$105.00
Total 39369			\$715.00
Total IFOCUS Consulting Inc.			\$715.00
Ilwaco Charter Association			
39370			
		2016 - October - First Meeting	
	Invoice - 10/5/2016 10:45:06 AM		
	LTAC		
	104-000-000-557-30-41-05	Ilwaco Charter Association	\$1,000.00
	Total Invoice - 10/5/2016 10:45:06 AM		\$1,000.00
Total 39370			\$1,000.00
Total Ilwaco Charter Association			\$1,000.00
Kubwater Resources Inc.			
39371			
		2016 - October - First Meeting	
	Invoice - 10/5/2016 10:20:25 AM		
	06050		
	409-000-000-535-00-31-02	Chemicals	\$1,376.21
	Total Invoice - 10/5/2016 10:20:25 AM		\$1,376.21
Total 39371			\$1,376.21
Total Kubwater Resources Inc.			\$1,376.21
LEAF			
39372			
		2016 - October - First Meeting	
	Invoice - 10/4/2016 4:42:42 PM		
	6813137		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$22.12
	001-000-000-522-10-31-00	Office & Operating Supplies	\$20.82
	101-000-000-543-30-30-00	Office And Operating	\$22.12
	401-000-000-534-00-31-00	Operation & Maintenance	\$22.12
	408-000-000-531-38-31-01	Operations & Maintenance	\$20.82
	409-000-000-535-00-31-01	Operations And Maintenance	\$22.12

		Total Invoice - 10/4/2016 4:42:42 PM		\$130.12
	Total 39372			\$130.12
Total LEAF				\$130.12
Lindstrom & Son Construction Inc.				
	39373		2016 - October - First Meeting	
		Invoice - 10/4/2016 4:39:58 PM		
		14368		
		409-000-000-594-35-63-00	Sewer Line Replace/repair	\$10,926.90
		Total Invoice - 10/4/2016 4:39:58 PM		\$10,926.90
	Total 39373			\$10,926.90
Total Lindstrom & Son Construction Inc.				\$10,926.90
Oman & Son				
	39374		2016 - October - First Meeting	
		Invoice - 10/5/2016 1:16:25 PM		
		481		
		408-000-000-531-38-35-00	Small Tools	\$46.67
		219518		
		408-000-000-531-38-35-00	Small Tools	\$34.91
		219228		
		409-000-000-535-00-35-00	Small Tools	\$1.93
		219212		
		Total Invoice - 10/5/2016 1:16:25 PM		\$83.51
	Total 39374			\$83.51
Total Oman & Son				\$83.51
One Call Concepts, Inc.				
	39375		2016 - October - First Meeting	
		Invoice - 10/4/2016 4:42:00 PM		
		6099079		
		101-000-000-543-30-30-00	Office And Operating	\$3.19
		401-000-000-534-00-31-00	Operation & Maintenance	\$3.19
		409-000-000-535-00-31-01	Operations And Maintenance	\$3.18
		Total Invoice - 10/4/2016 4:42:00 PM		\$9.56
	Total 39375			\$9.56
Total One Call Concepts, Inc.				\$9.56
Pacific CO Sheriff Office				
	39376		2016 - October - First Meeting	
		Invoice - 10/5/2016 10:52:38 AM		
		4th Quarter		
		001-000-000-521-10-50-00	Law Enforcement Contract	\$5,905.21
		Total Invoice - 10/5/2016 10:52:38 AM		\$5,905.21
	Total 39376			\$5,905.21
Total Pacific CO Sheriff Office				\$5,905.21
Peninsula Sanitation Service, Inc.				
	39377		2016 - October - First Meeting	
		Invoice - 10/4/2016 5:00:41 PM		
		Sept 30 2016		
		001-000-000-514-20-47-01	Garbage Bills	\$609.81
		297123		
		409-000-000-535-00-47-04	Garbage Services	\$46.51
		297180		
		Total Invoice - 10/4/2016 5:00:41 PM		\$656.32
	Total 39377			\$656.32
Total Peninsula Sanitation Service, Inc.				\$656.32
PUD No 2 of Pacific County				
	39378		2016 - October - First Meeting	
		Invoice - 10/4/2016 1:09:08 PM		
		Park PUD Application		
		001-000-000-576-80-34-01	RCO Expenses	\$100.00
		Total Invoice - 10/4/2016 1:09:08 PM		\$100.00
	Total 39378			\$100.00
Total PUD No 2 of Pacific County				\$100.00
Sid's IGA				
	39379		2016 - October - First Meeting	
		Invoice - 10/5/2016 12:23:46 PM		
		10/1/16		
		409-000-000-535-00-48-03	Miscellaneous	\$182.87
		Total Invoice - 10/5/2016 12:23:46 PM		\$182.87
	Total 39379			\$182.87
Total Sid's IGA				\$182.87
Solutions Yes				
	39380		2016 - October - First Meeting	
		Invoice - 10/4/2016 1:01:45 PM		
		83169		
		001-000-000-514-20-31-00	Office & Operating Supplies	\$21.16
		101-000-000-543-30-30-00	Office And Operating	\$21.15
		401-000-000-534-00-31-06	Office & Customer Service	\$21.15
		409-000-000-535-00-31-08	Office Supplies & Customer Service	\$21.16
		Total Invoice - 10/4/2016 1:01:45 PM		\$84.62
		Invoice - 10/5/2016 10:38:38 AM		
		74551		
		001-000-000-514-20-31-00	Office & Operating Supplies	\$4.05

		101-000-000-543-30-30-00	Office And Operatinq	\$4.05
		401-000-000-534-00-31-06	Office & Customer Service	\$4.04
		409-000-000-535-00-31-08	Office Supplies & Customer Service	\$4.05
		Total Invoice - 10/5/2016 10:38:38 AM		\$16.19
		Invoice - 10/5/2016 10:43:28 AM		
		77172		
		001-000-000-514-20-31-00	Office & Operatinq Supplies	\$19.70
		101-000-000-543-30-30-00	Office And Operatinq	\$19.70
		401-000-000-534-00-31-06	Office & Customer Service	\$19.70
		409-000-000-535-00-31-08	Office Supplies & Customer Service	\$19.70
		Total Invoice - 10/5/2016 10:43:28 AM		\$78.80
	Total 39380			\$179.61
Total Solutions Yes				\$179.61
Tire Hut				
	39381		2016 - October - First Meeting	
		Invoice - 10/5/2016 10:07:13 AM		
		7809		
		001-000-000-522-10-35-00	Small Tools & Equipment	\$8.64
		101-000-000-543-30-30-02	Small Tools & Equipment	\$8.64
		401-000-000-534-00-35-00	Small Tools & Equipment	\$8.64
		408-000-000-531-38-31-01	Operations & Maintenance	\$8.64
		409-000-000-535-00-31-01	Operations And Maintenance	\$8.64
		Total Invoice - 10/5/2016 10:07:13 AM		\$43.20
	Total 39381			\$43.20
Total Tire Hut				\$43.20
Usda #2				
		Payment - 10/3/2016 4:38:26 PM	2016 - October - Manual	
		Invoice - 10/3/2016 4:38:32 PM		
		401-000-000-597-00-00-03	Transfer TO 403 Usda 91-01	\$2,177.00
		403-000-000-397-00-00-00	Intertie Loan Usda 91-01	(\$2,177.00)
		403-000-000-591-34-72-00	Usda 91-01 Principal	\$1,264.71
		403-000-000-592-34-80-00	Usda 91-01 Interest	\$912.29
		Total Invoice - 10/3/2016 4:38:32 PM		\$2,177.00
	Total Payment - 10/3/2016 4:38:26 PM			\$2,177.00
Total Usda #2				\$2,177.00
Verizon Wireless				
	39382		2016 - October - First Meeting	
		Invoice - 10/4/2016 4:43:20 PM		
		9772302542		
		401-000-000-534-00-42-00	Communications	\$119.24
		Total Invoice - 10/4/2016 4:43:20 PM		\$119.24
	Total 39382			\$119.24
Total Verizon Wireless				\$119.24
WA State Dept of Revenue				
		Payment - 10/3/2016 4:35:04 PM	2016 - October - Manual	
		Invoice - 10/3/2016 4:33:25 PM		
		Monthly excise tax		
		401-000-000-534-00-31-02	Monthly Excise Tax Pay	\$4,417.64
		408-000-000-531-38-31-02	Excise Tax	\$93.27
		409-000-000-535-00-31-03	Excise Tax	\$1,463.09
		Total Invoice - 10/3/2016 4:33:25 PM		\$5,974.00
	Total Payment - 10/3/2016 4:35:04 PM			\$5,974.00
Total WA State Dept of Revenue				\$5,974.00
WA State Dept. of Ecology				
	39383		2016 - October - First Meeting	
		Invoice - 10/5/2016 12:29:42 PM		
		23159		
		409-000-000-535-00-31-05	Doe Annual Permit	\$1,308.01
		Total Invoice - 10/5/2016 12:29:42 PM		\$1,308.01
	Total 39383			\$1,308.01
Total WA State Dept. of Ecology				\$1,308.01
Walter E. Nelson Co. of Astoria				
	39384		2016 - October - First Meeting	
		Invoice - 10/4/2016 4:35:42 PM		
		210432		
		401-000-000-534-00-31-00	Operation & Maintenance	\$20.72
		Total Invoice - 10/4/2016 4:35:42 PM		\$20.72
		Invoice - 10/4/2016 4:39:02 PM		
		407819		
		401-000-000-534-00-31-00	Operation & Maintenance	\$54.37
		Total Invoice - 10/4/2016 4:39:02 PM		\$54.37
	Total 39384			\$75.09
Total Walter E. Nelson Co. of Astoria				\$75.09
Wilson Enterprises				
	39385		2016 - October - First Meeting	
		Invoice - 10/4/2016 4:10:39 PM		
		71072		
		409-000-000-594-64-35-04	Add'l Machinery & Equipment	\$4,213.71
		Total Invoice - 10/4/2016 4:10:39 PM		\$4,213.71
	Total 39385			\$4,213.71
Total Wilson Enterprises				\$4,213.71

Grand Total

Vendor Count

35

\$59,679.46

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

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

10-01-16

Page 1 of 2

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for September 2016

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

Long Beach

863 Total Incidents
Aid Call Assists: 5
Alarms: 7
Animal Complaints: 3
Assaults: 8
Assists: 126
(Includes 10 Law Enforcement Agency Assists Outside City Boundaries)
Burglaries: 4
Disturbance: 19
Drug Inv.: 5
Fire Call Assists: 2
Follow Up: 152
Found/Lost Property: 30
Harassment: 11
Malicious Mischief: 2
MIP – Alcohol: 0
MIP – Tobacco: 0
Missing Persons: 0
Prowler: 5
Runaway: 0
Security Checks: 188
Suspicious: 16
Thefts: 13
Traffic Accidents: 6
Traffic Complaints: 32
Traffic Tickets: 42
Traffic Warnings: 149
Trespass: 11
Warrant Contacts: 16
Welfare Checks: 11

Ilwaco

507 Total Incidents
Aid Call Assists: 3
Alarms: 5
Animal Complaints: 3
Assaults: 9
Assists: 57
(Includes 10 Law Enforcement Agency Assists Outside City Boundaries)
Burglaries: 2
Disturbance: 16
Drug Inv.: 4
Fire Call Assists: 1
Follow Up: 90
Found/Lost Property: 1
Harassment: 3
Malicious Mischief: 1
MIP – Alcohol: 0
MIP – Tobacco: 0
Missing Persons: 1
Prowler: 0
Runaway: 0
Security Checks: 236
Suspicious: 14
Thefts: 2
Traffic Accidents: 3
Traffic Complaints: 3
Traffic Tickets: 13
Traffic Warnings: 31
Trespass: 3
Warrant Contacts: 1
Welfare Checks: 5

Monthly Report Continued:

Page 2 of 2

Labor Day Weekend, September 2nd – 5th, was quiet. The crowds were well behaved.

Rod Run weekend, September 9th-11th, went very well. The crowds were large and well behaved. As usual I brought in 24 extra officers for the weekend. Only 5 citations were issued for negligent driving and we had only one assault over the whole weekend.

On the 17th the department assisted with the Triathlon in Ilwaco. We provided traffic control at two intersections for the bike race.

Officer Jeff Cutting attended training on September 20th and 21st. The class title was "Blue Courage". The class is a leadership development workshop designed to address cynicism, develop mental toughness, instill a sense of commitment to the purpose of policing, develop integrity, develop open-mindedness and develop a moral compass and the courage to do the right thing.

On the 24th the department had first aid training.

On September 28th I, along with two other WellSpring Community Network members, gave a radio interview to KMUN. We talked about the 10 year anniversary of WellSpring and the many accomplishments of that group.

Officer Casey Meling gave a safety presentation to teachers and staff from Ocean Beach School District on the 28th. The presentation dealt with what to do during an active shooter situation.

On the 29th I gave a safety presentation to area realtors. I gave some safety tips when showing homes.



Flint R. Wright
Chief of Police

**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
10/10/16

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. Section 4.2 (A) regarding maintaining minimum insurance after the agreement terminates, Charter requests 6 months. Kris Lawrence suggests 3 years is standard.
2. Complimentary cable service has been extended to the Fire Hall.

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 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, and equipment rentals, and monies received by Grantee attributable to its payment of franchise fees that is has passed through to it Subscribers. 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.
- 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 16.11. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 16.11, 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 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.

- A. 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-.

The Grantee shall maintain throughout the term of the Franchise agreement plus an additional six (6) months 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.

Grantee'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 upon request, but no more than once per year.

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 16.4 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 15.1 of this Franchise.

9.5 Service to Public Buildings. Grantee shall provide, without charge, one outlet and equipment of Basic Cable Service to City Hall (120 1st Ave, Ilwaco, WA 98624); the City Shop (213 Main St SE, Ilwaco, WA 98624); and the Fire Hall (301 Spruce St, Ilwaco, WA 98624). The Cable Service provided pursuant to this section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Grantor shall take reasonable precautions to prevent any inappropriate use of or loss or damage to the Grantee's Cable System.

9.6 Cable in the Classroom. Grantee participates in Cable in the Classroom, an industry program, to provide, without charge, one (1) outlet and equipment for Basic and Expanded Cable Service to all elementary and secondary public school instructional buildings and public library buildings within the Service Area and located within one hundred twenty five (125) feet of Grantee's distribution plant.

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

Public Education and Government (PEG) Access

A. Upon written request of the Grantor, the Grantor and Grantee will meet to discuss the possibility of providing one (1) channel on the Cable System for use by the Grantor for non-commercial, video programming for public, education and government ("PEG") access programming. The PEG channel may be placed on any tier of service available to subscribers. If all of the following conditions are satisfied, Grantee will provide one (1) downstream access Channel upon no less than 120 days' written notice from the Grantor following such meeting and receipt of the following:

(1) Grantor has passed a resolution, after a public hearing, stating that there is demonstrated community need for PEG access programming

(2) Grantor has passed a resolution in which it agrees to fund all the operational expenses for such programming

(3) Grantor provides a letter to Grantee identifying those entities or persons who will be responsible for providing access programming and agreeing to indemnify Grantee for any negligence or willful misconduct of such entities or persons for such access programming.

(4) A statistically-significant representative sample survey of Subscribers in the Service Area indicates that more than twenty-five percent (25%) of Subscribers are somewhat interested or very interested in viewing PEG access programming; provided, however, that any such survey shall be at Grantee's option and cost, and shall be conducted and concluded within ninety (90) days of the meeting with the Grantor described above. If Grantee opts not to conduct such a survey, then this subsection (4) shall not be a condition to providing PEG Funding.

B. If the PEG channel provided pursuant to this section is occupied by non-local, substantially duplicated or character-generated programming fifty (50%) percent of the time during "regular viewing hours" measured over any ten (10) consecutive week period, the Grantee shall have a right to a return of the PEG channel upon one hundred twenty (120) days' notice to Grantor of its intent to reclaim the PEG channel. For purposes of this subsection, "regular viewing hours" shall be the hours between 1 p.m. and 11 p.m., Monday through Friday, and

between noon and midnight on weekends. A program may be repeated up to two (2) times after its first run during regular viewing hours before it is deemed “duplicated.”

SECTION 14 **Enforcement**

14.1 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 14.2 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;
- or
- 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 16; or
 - 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.

14.2 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 Grantor shall give Grantee 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.

14.3 Enforcement. Subject to applicable federal and state law, and the Franchise Ordinance, after the hearing set forth in subsection 14.2 the Grantor may impose any of the remedies set out in Section 14.1 herein.

14.4 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.

14.5 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.

14.6 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 substantially violates a 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 14.2, Notice of Violation and Public Hearing.

B. After a final, non-appealable decision by a federal or state court that Grantee has 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.

Prior to revocation of the Franchise, Grantor shall provide written notice to Grantee of its intent to revoke the franchise and the basis for the proposed revocation. Grantee shall have 60 days from receipt of such notice to either object in writing and to state its reasons for such objections or to cure the alleged noncompliance. If Grantor has not received a satisfactory response from Grantee, it may seek to revoke the Franchise at a public hearing. In the public hearing, 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 be divested without a further act upon the part of the Grantor, subject to a *de novo* appeal to a court of competent jurisdiction. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

SECTION 15

15.1 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.

15.2 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.

15.3 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.

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

SECTION 16

Miscellaneous Provisions

16.1 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.

16.2 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.

16.3 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.

16.4 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

16.5 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.

16.6 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 16.5 above.

16.7 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.

16.8 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.

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

16.10 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.

16.11 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:
10/10/16

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. The system will be set to print only black and white prints unless specified by the user to use color. Cost of black and white prints is 0.0003 less than the current cost which will reduce the monthly cost by \$2.09.
3. Color prints are billed using a 3 Tier color program at 0.029, 0.049, and 0.069. Currently, color print jobs are sourced from outside City Hall and range from .08 per copy and up dependent on the source. This is approximately a 40% reduction in cost.

F. Impacts:

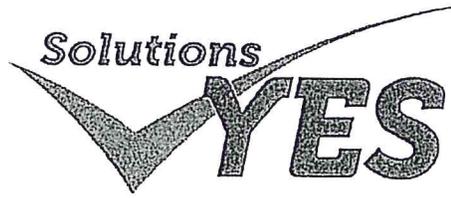
1. Fiscal: Current average monthly expense of \$211.15 will increase to an average monthly expense of \$223.94 for a \$12.79 (6%) increase collected from all departments.
2. Legal: This contract has been reviewed by Heather Reynolds
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments:

I. Time Constraints/Due Dates: None

J. Proposed Motion: **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.**



***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 Miller 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)
	<i>Kyocera TASKalfa 3551ci</i>			0	\$ -	0.00920
SID #	Tiered Color	Color Levels	Start Meter	Color Image Allowance	Color Base	Overage Chg (per image)
	<i>Color Level 1</i>	<i><1% Coverage</i>		0	\$ -	0.02900
	<i>Color Level 2</i>	<i>1-3% Coverage</i>		0	\$ -	0.04900
	<i>Color Level 3</i>	<i>>3% Coverage</i>		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 30 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 Criel Date: 9/8/16

Customer
Representative: _____ Date: _____

Holly Beller

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

Hi Holly,

I hope you had a nice weekend!

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

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

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

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

Mike

Mike Niebur

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



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

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

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

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

www.SolutionsYES.com

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

AUGUST 29, 2016

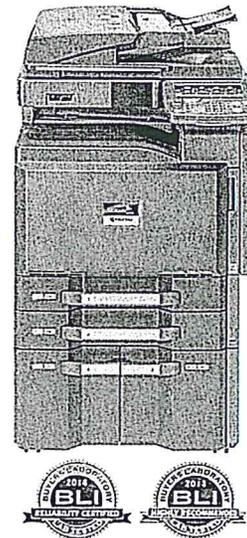
**PROPOSED SOLUTION
FOR
THE CITY OF ILWACO**

CURRENT SITUATION:

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

RECOMMENDED SOLUTION:

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



New 60 Month Equipment Lease: \$ 160.00 per month

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

ADDITIONAL INFORMATION

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



Presented By

Mike Niebur

Cell: 503-754-6050

Direct: 503-213-1232

mike.niebur@solutionsyes.com

KYOCERA
Document Solutions



Kodak
Document Imaging Products
AUTHORISED RESELLER

Holly Beller

From: Nugent, Rachele <rnugent@cw cog.org>
Sent: Thursday, September 29, 2016 3:55 PM
To: Holly Beller
Cc: Kisamore, Anisa
Subject: Invoice Copy Numbers

Good Afternoon Holly,

Anisa has asked me to send you the number of color and black and white copies that were charged on your August invoice. Please see the numbers below.

Color: 132 prints/copies x .08 = \$10.56
B/W: 316 prints/copies x .01 = \$ 3.16

$$132 \text{ prints} \times .049 = 6.47$$

Thank you,

Rachele Nugent

Administrative Assistant/HR
Cowlitz-Wahkiakum Council of Governments
207 N. Fourth Avenue
Kelso, WA 98626
Voice: 360.577.3041
rnugent@cw cog.org

differance 4.09

about 39%
savings

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 10/10/16 Council Business Item:

B. Issue/Topic: **Black Lake Disc Golf Design Contract**

C. Sponsor(s):

1. Karnofski
2. Parks and Recreation

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

Parks and Recreation has secured a \$1200 donation from the IMA and Saturday Market for the design of a 12 hole disc golf course at Black Lake.

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

1. **Background:** Disc golf is played much like traditional golf. Instead of balls and clubs, however, players use a flying disc or Frisbee. The sport formalized in the 1970s and has grown exponentially in popularity, from 2008 to 2013 the number of course nationwide nearly doubled (48%) to keep up with demand. The Professional Disc Golf Association estimates more than 5 million people regularly play the game, including many families. **Ilwaco was recently identified in Peninsula-wide recreational assessment funded by the City of Long Beach as the only community with an opportunity to develop a disc golf course.** More specifically, Black Lake Regional Park provides the setting for a challenging yet aesthetically appealing course that would appeal to residents and attract tourists.
2. **Community:** The local community will benefit from disc golf as it provides a low impact and safe means of exercise for all age groups and genders. Though disc golf can played alone, disc golf is a group activity. The mental strategy involved in negotiating obstacles during play can increase cognitive and motor functions. Additionally a reduction in mental fatigue has been noted in disc golf players because the intimacy with nature element that sets disc golf apart from ball golf. By utilizing the natural landscape and terrain the course works with the surrounding environment. **The four primary reasons people play disc golf are; to be in nature, get exercise, be with other people, and the challenge. These statements the align closely with the mission of the Ilwaco Parks & Recreation to provide high quality parks, trails and natural areas with facilities that serve residents and visitors of all ages, abilities, and interests.**
3. **Economics: Courses are easily constructed and have low cost of construction and maintenance, costing approximately \$1,000 per hole.** This low initial investment and minimal maintenance cost make disc golf from a management perspective hard to beat. Given the relatively small initial investment (as little as \$8 per disc), disc golf proves to be an affordable hobby leading to attraction of players to the local community. Disc golf has been shown to have low impact on resources and has also been shown to be a crime deterrent as the park is utilized by more people. S. Schmidt

(1995) suggests that it is common for a disc golf course to revitalize an underused park with deteriorating facilities. The creation of a disc golf on the Long Beach peninsula may not be an economic driver at first but will provide an additional recreational opportunity for our residents and visitors alike. Through course promotion and event hosting, however, disc golf at Black Lake could be a profitable venture.

4. **Education: With the proximity of Ilwaco High School and Hilltop School to Black Lake, the schools could easily introduce the disc golf into their curricula.** As well Boys & Girls Club has been interested in a disc golf course for some time. Creating a youth movement for disc golf will open the door for potential funding opportunities and those students will in turn become stewards for the course. There are already programs such as Education Disc Golf Experience (EDGE) that teach the fundamentals of disc golf and allied skills. With lesson linked to everyday classroom topics, EDGE helps students understand the importance of science, citizenship, fitness, nutrition, and environmental studies as they apply to this lifetime sport. Additionally, resource materials, lesson plans, student worksheets, and related materials are provided for varying grade levels. Companies like EDGE provide affordable entry level disc golf packages that could be purchased by the schools or after-school programs to provide equipment for youth participation.

F. Impacts:

1. Fiscal: The initial cost of the course design has been funded by donation, with expectations that the approx. \$12,000 cost to construct would also be funded by grants and donations.
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 Firefly Disc Golf Promotions for the design of a 12 Hole Disc Golf Course located at Black Lake.**

SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this ____ day of _____, 2016, by and between **City of Ilwaco**, a Washington Municipal Corporation, PO Box 548 Ilwaco, WA 98624, hereinafter referred to as the "City", and Firefly Disc Golf Promotions of 400 W 33rd Street, Vancouver WA 98660, hereinafter referred to as the "Contractor."

1. **Scope of Services.**

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, for design of a disc golf course at the property of Black Lake in Ilwaco Washington, and as further set forth in Attachment A (the "Work").

2. **Compensation and Method of Payment.**

Payment for services shall be \$1,200. A deposit of \$200.00 upon commencement of the contract. The remaining amount will be invoiced after work is complete. Invoices submitted by the contractor to the city are due within 30 days of receipt.

Payment for any work in addition to the services described in Attachment A must be approved in writing by City prior to commencement of the additional work.

3. **Term.**

This contract will commence on the date of this agreement and will remain in full force and effect until the completion of the Services, unless terminated earlier pursuant to Section 10.

4. **Independent Contractor Relationship.**

4.1 The parties intend that an independent Contractor/City relationship will be created by this Agreement. The City is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

4.2 In the performance of the services herein contemplated the Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

5. **Contractor Employees/Agents.**

The City may at its sole discretion require the Contractor to remove an employee(s), agent(s) or servant(s) from employment on this Work. The Contractor may however employ that (those) individual(s) on other non-City related works.

6. Hold Harmless/Indemnification.

Contractor shall save harmless, indemnify, and defend City for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents. Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the City and solely for the purpose of this indemnification and defense, Contractor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

7. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall obtain insurance as specified in Attachment B.

8. Compliance with Laws.

The Contractor, in the performance of this Agreement, shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. The Contractor specifically agrees to pay any applicable business and occupation (B & O) taxes that may be due on account of this Agreement.

9. Ownership of Plans

All reports, designs, drawings and specifications prepared by the Contractor, as provided under this Contract shall be and do become the property of the City upon payment to the Contractor his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Contractor by the City on extensions of this project or on any other project without the written permission of the Contractor shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Contractor from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Contractor's instruments of service by the City or by others acting through the City.

10. Nondiscrimination.

In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the

prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and Federal laws prohibiting discrimination in employment.

11. Prevailing Wage.

Contractor shall pay the applicable prevailing rate of wages to all non-exempt workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries (L&I). Contractor shall file a Statement of Intent to Pay Prevailing Wages with L&I and the Owner and send a copy of the approved Statement of Intent to Owner. Copies of the approved Statement of Intent shall be posted on the job site with the address and telephone number of the L&I Industrial Statistician where a complaint or inquiry concerning prevailing wages may be made. Contractor shall pay current L&I fees for filing the Statement of Intent and Affidavit of Wages Paid.

10. Termination.

Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party.

11. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

12. Attorney's Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

13. Jurisdiction and Venue.

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

14. **Severability.**

If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

15. **Entire Agreement.**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

City of Ilwaco (“City”)

(“Contractor”)

ATTACHMENT A

SCOPE OF WORK

1. Design a disc golf course at the property of Black Lake in Ilwaco, Washington
2. A complete design plan document outlining the course layout appropriate construction techniques, and development details.
3. Provide graphic design services for course signage.
4. Assist in locating course materials and hardware through local and national sources.
5. Provide training for leaders during the actual construction phase of the course.
6. Services will also include any other tasks which the Parties may agree on. The contractor hereby agrees to provide such services to the Client.

ATTACHMENT B
INSURANCE REQUIREMENTS

During the term of this Contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. Required by City of contractors with one or more workers, as defined by Industrial Insurance Laws of the State of Washington.

Workers' Compensation: All employers, including Contractor, that employ subject workers, shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under the Industrial Insurance laws of the State of Washington. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. Required by City Not required by City.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, \$1,000,000, or \$2,000,000 each claim, incident or occurrence This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. Required by City Not required by City.

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that City and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract;

4. Required by City Not required by City.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, or \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to City;

6. Certificates of insurance. As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to City prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

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

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 10/10/16 Council Business Item:

B. Issue/Topic: 2017 EDC Contract for Technical Services

C. Sponsor(s):

1. Cassinelli
- 2.

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

This is the annual renewal of the agreement with Pacific County Economic Development Council for technical services.

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

1. The services for 2016 have not changed from previous years, however the contract price has increased from \$500/year to \$600/year.

F. Impacts:

1. Fiscal: \$600 annually, due 30 days after contract acceptance. This cost will be budgeted for 2017.
2. Legal:
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments:

I. Time Constraints/Due Dates:

J. Proposed Motion: I move to approve the mayor enter into contract with the Pacific County Economic Development Council for 2017 Technical Services.

2017 CONTRACT FOR TECHNICAL SERVICES

Between

City of Ilwaco

and the

Pacific County Economic Development Council

THIS AGREEMENT is entered into this _____ day of _____, 2016, the City of Ilwaco, hereinafter referred to as the "City", and the Pacific County Economic Development Council, hereinafter referred to as the "EDC".

WITNESSETH:

WHEREAS, the EDC is actively pursuing and facilitating the location and expansion of business and industry in Pacific County through the development of a marketing strategy aimed at attracting new business and industry, the implementation of business assistance programs, the promotion of tourism and retirement living, and the establishment of liaison with local, county and state governments as well as the private business sector to coordinate and promote economic growth and development while preserving the quality of life in Pacific County; and

WHEREAS, the City is undertaking certain activities necessary to promote economic growth and development; and

WHEREAS, the City desires to engage the EDC to render certain technical advice and assistance in connection with such undertakings by the City;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Service. The EDC will: (a) receive from the City inquiries from businesses and industries indicating an interest in locating in the vicinity of the City and responding to such inquiries with information and materials including, but not limited to, wage rates, employment figures, personal income statistics, site availability and such other data as may be requested; (b) furnish current research data to assist the City in the area of economic growth and development. Such data shall include, but shall not be limited to, surveys of industrial growth within Pacific County, employment, population and general statistical information and other information of similar nature; (c) provide, free of additional charge, published materials prepared by the EDC to such persons as the City may direct plus other reports and studies as the EDC may prepare. Such materials may include, but are not limited to, wage rates, employment figures, personal income statistics and other special reports; and (d) serve as a general research reference service and assist in preparing replies to inquiries about facilities and resources required by new industries which may consider the City's services area for location or expansion.

2. Time of Performance. The services of the EDC are to commence on the first day of January, 2017, and terminate on the thirty-first of December, 2017. The duration of the contract may be extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the contract, or terminated by 30 days notice to the other party.

3. Compensation and Method of Payment. The City shall reimburse the EDC for the services as follows:

(a) The total contract price for the period specified in paragraph 2 shall be \$600.00.

(b) Payment shall be due thirty days after receipt of Service Contract, signed by both parties.

(c) The EDC shall submit such properly executed vouchers, invoices, or expenditure reports to the City as are requested.

4. Changes. Either party may request changes in scope of services, performing or reporting standards or compensation amount or method. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

5. Notices. Written notices to each party shall be sent to the following addresses: Pacific County Economic Development Council, 600 Washington Ave., Raymond, WA 98577 and the City of Ilwaco, P.O. Box 548, Ilwaco, WA 98624.

6. Nondiscrimination. The EDC certifies that it is an equal opportunity employer and that it does not discriminate in its hiring or employment practices or in the provision of any of its services on the basis of membership in any group protected by state or federal law.

7. Liability. The EDC shall hold the City and its officers, agents and employees acting in their official capacity or course of employment, harmless from all suits, claims or liabilities of any nature, for and on account of injuries or damages sustained by any person or property resulting in whole or part from activities or omissions of the EDC, its agents or employees pursuant to this agreement.

8. Subcontracting. The contract is personal to each of the parties thereto and neither party may assign or delegate any of its rights or obligations hereunder except as set forth in this contract.

9. Integrated Document. This contract embodies the contract, terms and conditions between the City and the Pacific County EDC. No verbal agreements or conversations any representatives of either party shall modify or affect the terms and obligations of this contract.

IN WITNESS WHEREOF, the parties here have caused this contract to be executed the date and year first written above.

CITY OF ILWACO

PACIFIC COUNTY ECONOMIC
DEVELOPMENT COUNCIL

By: _____
Mayor

By: _____
President

By: _____
Secretary

Holly Beller

From: Director <director@pacifiedc.org>
Sent: Friday, September 16, 2016 10:31 AM
To: Mike Cassinelli
Cc: Holly Beller
Subject: 2017 Contract for Technical Services
Attachments: 2017 City of Ilwaco.doc

Dear Mayor,

As you are likely to recall from last September, the Board of Directors of the Pacific County Economic Development Council undertook an effort to secure more support for the EDC by focusing on increasing private dues, pursuing additional grants and project-specific funding opportunities, and working with public members to find a fair basis to update contracts for technical services. Earlier in the year, you were provided with a proposal outlining what that change would reflect, in terms of an increased amount for those services. In several cases a formula was applied, while in other cases (where we lacked a formula) it was discussed with an entity's general manager or director, in an effort to find an equitable level of increase that would be comparable among public bodies.

Attached, you will find the proposed 2017 Contract. Please contact me if we need to review anything in the language or if we need to re-visit the prior discussion.

Sincerely,
Paul

Executive Director
Pacific County Economic Development Council
600 Washington Avenue, Rm. 104
Raymond, WA 98577
360-875-9330
360-642-9330
www.pacifiedc.org