



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, October 24, 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. October 10, 2016 Budget Workshop
- b. October 10, 2016 Regular Meeting

2. Claims & Vouchers (TAB 2)

- a. Checks: 39387 to 39389 + electronic payments \$15,283.06
 - b. Checks: 39390 to 39425 \$71,581.84
- GRAND TOTAL: \$86,864.90

F. Reports

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

G. Comments of Citizens and Guests Present

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

H. Public Hearing

- 1. 2017 Property Levy Certification**

I. Business

J. Discussion

- 1. 2017 Property Levy Certification (TAB 9) - Cassinelli**
- 2. Interlocal Agreement with HGACBuy LLC (TAB 10) - Cassinelli**
- 3. Black Lake Disc Golf Design Contract (TAB 11) - Karnofski**
- 4. 2017 EDC Contract for Technical Services (TAB 12) - Cassinelli**
- 5. Ordinance Extending Expiration For Existing Preliminary Plats (TAB 13) - Cassinelli**
- 6. Short Term Vacation Rental Ordinance (TAB 14) - Cassinelli**

K. Correspondence and Written Reports (TAB 15)

- 1. Letters For/Against Black Lake Disc Golf Course**

L. 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**

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	10/24/16 11/14/16	6:00 p.m.	Community Building
City Council	Workshop – 2017 Budget	Monday	10/24/16	4:00 p.m.	Community Building
City Council	Public Hearing – 2017 Property Tax Levy	Monday	10/24/16	6:00 p.m.	Community Building
City Council	Public Hearing – Vacation Rental CUP	Monday	11/14/16	6:00 p.m.	Community Building
City Council	Public Hearing – 2017 Budget	Monday	11/14/16	6:00 p.m.	Community Building
Planning Commission	Regular Meeting	Tuesday	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, October 10, 2016**

A. Call to Order

Mayor Cassinelli called the workshop to order at 4:02 p.m.

- B. Present:** Councilmembers Jensen, Marshall (Departed 4:47), Chambreau and Forner
Ariel Smith, City of Long Beach, and Holly Beller Treasurer
Absent: Councilmember Karnofski

C. Discussion

Mayor Cassinelli began the workshop and handed the discussion to Ariel Smith, past Treasurer for the City of Ilwaco who will be completing the 2017 City of Ilwaco budget through an Interlocal Agreement with the City of Long Beach.

The first fund to be reviewed was Salary and Benefits. A possible COLA of 1% was discussed. Councilmember Jensen asked if the city was following through with funding the cost of a higher insurance deductible without passing it on to the employees which would result in lower premiums. This was accomplished with the HSA accounts. Councilmember Chambreau asked for population figures and budgeted number of new utility hook ups. The next fund discussed was Streets with attention given to reserves and working cash requirements.

The Storm Water Fund includes a proposed 3% increase to rates. A reserve and working cash requirement will also be added.

Excise Reserve Fund is healthy thanks to a robust real estate market.

The Bond Redemption Fund and Bond Reserve Fund were reviewed.

Finally, the Tourism Fund includes increases to several of the LTAC requests for 2017.

The next Budget Workshop is scheduled for Monday, October 24 2016.

D. Adjournment

Mayor Cassinelli adjourned the workshop at 4:52 p.m.

Mike Cassinelli, Mayor

Holly Beller, Treasurer



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

A. Call to order

1. Mayor Pro Tem Jensen called the meeting to order at 6:00 p.m.

B. Flag Salute

1. The Pledge of Allegiance was recited.

C. Roll Call

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

D. Consent Agenda

1. The Consent Agenda was moved before Approval of the Agenda as there was a correction to the Consent Agenda.
2. Including Checks: 39344 to 39352 + Electronic payments totaling \$39,149.31, Checks: 39353 to 39385 totaling \$51,528.46 for a grand total of \$90,677.77.
ACTION: Motion to approve the consent agenda with the addition of Check number 39386 in the amount of \$3,762.27. (Marshall/Chambreau) 4 Ayes 0 Nays 0 Abstain.

E. Approval of Agenda

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

F. Reports

1. Staff Reports

i. Fire Chief

Reminded Council that he wishes to have a meeting with the Fire Committee. The meeting will be scheduled for after Councilmember Karnofski returns from vacation.

ii. Police Chief

Included in agenda packet.

iii. City Clerk

Karen Varshock left employment with the city on September 29th. Holly Beller will be taking the position of Treasurer and a job announcement for the Deputy City Clerk will be listed in the paper.

iv. Parks and Recreation Commission

Nick Haldeman reported that the Triathlon was successful, funds have been secured for the cost of a design of a Disc Golf Course at Black Lake which is on the agenda for discussion this evening. City Park Renovation is moving forward and the tennis court has already been demolished.

2. Council Reports

- i. Councilmember Forner attended two budget workshops.

3. Mayor's Report

- i. None

G. Comments of Citizens and Guests Present

1. Tim Pfeifer, Waste Water Supervisor attended and is excited to see the budget for 2017.

H. Business

1. Charter Franchise Agreement Renewal

Councilmember Chambreau clarified that the briefing comment regarding Charter's final review of changes to Section 13.6 was an old statement and all final reviews and edits of the document have been completed. Councilmember Marshall asked where Section 13.6 was located in the document and it was explained that the section had been renumbered within the final edit.

ACTION: Motion to enact Ordinance XXX (864) granting a non-exclusive franchise for the maintenance and operation of a cable system within the City of Ilwaco.

(Chambreau/Forner) 4 Ayes 0 Nay 0 Abstain.

2. Solutions Yes Contract for New Equipment and Service

ACTION: Motion to authorize the Mayor to enter into the contract with Solutions Yes for the lease of a new Kyocera Taskalfa 3551ci and service agreement.

(Chambreau/Forner) 4 Ayes 0 Nay 0 Abstain.

G. Discussion

1. Solutions Yes Contract for New Equipment and Service

Treasurer Beller presented the briefing to council. There is no expense to the city for the current lease, and cost increase will be very minimal. A color copier will allow for maps and other important documents requiring color for council review.

ACTION: Move to business at this meeting (Chambreau/Marshall) 4 Ayes 0 Nays 0 Abstain.

2. Black Lake Disc Golf Design Contract

The briefing was presented to council by Nick Haldeman of Parks and Recreation Commission. This is a contract of design of a 12 hole disc golf course at Black Lake which utilizes the existing trail system. A recent Sports and Recreation audit determined that Black Lake would be the most appropriate place on the Peninsula for such an activity. Councilmember Jensen expressed concern with over-developing such a unique area and increased foot traffic. Continued discussion over the sport attributes and existing courses. More information will be provided to council for the next meeting.

ACTION: None at this meeting.

3. 2017 Contract for EDC Technical Services

The briefing was presented by Treasurer Beller. Council discussed what the city's return on this investment was. Concern was expressed over a lack of involvement by EDC with the city and merchant/citizen groups. Perhaps this is an opportunity to discuss how we can make this better in 2017 and how the EDC could utilize the Visitor's Bureau marketing reach to promote population and economic growth through existing marketing efforts. **ACTION: None at this meeting.**

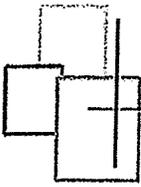
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2. Shoreline Master Program Update
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5. Ordinance Amending Title 8 – Health and Safety
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7. Contract for Website Development
8. Comprehensive Plan Future Land Use Map
9. Propel Insurance Renewal

K. Motion to adjourn the meeting (Chambreau) Mayor Pro Tem Jensen adjourned the meeting at 6:48 p.m.

David Jensen, Mayor Pro Tem

Holly Beller, Treasurer



Register

<u>Number</u>	<u>Name</u>	<u>Fiscal Description</u>	<u>Amount</u>
<u>39387</u>	Brooks, Brian	2016 - October - Second Meeting	\$953.43
<u>39388</u>	Fero, Jimmie W	2016 - October - Second Meeting	\$1,102.00
<u>39389</u>	Pfeifer, Timothy J.	2016 - October - Second Meeting	\$1,650.40
Beller, Holly Celeste	ACH Pay - 2015	2016 - October - Second Meeting	\$1,549.34
Benson, Austin	ACH Pay - 2016	2016 - October - Second Meeting	\$1,346.78
Budd, William	ACH Pay - 2018	2016 - October - Second Meeting	\$1,071.82
Gray, Richard Roy	ACH Pay - 2020	2016 - October - Second Meeting	\$1,636.74
Mc Kee, David A	ACH Pay - 2021	2016 - October - Second Meeting	\$1,648.42
Staples, Terri P	ACH Pay - 2023	2016 - October - Second Meeting	\$318.08
<u>EFT 10-20-16</u>	U.S. Treasury Department	2016 - October - Second Meeting	\$3,622.29
<u>EFT 10/15/16</u>	AFLAC Remittance Processing	2016 - October - Second Meeting	\$383.76
			\$15,283.06

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.

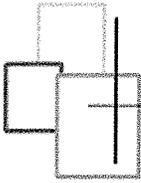
Treasurer

39387 through 39389 and electronic payments totalling \$15,283.06 are approved this 24th day of October, 2016.

Council member

Council member

Council member



Register

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

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>39390</u>	A Sparkling Castle	10/24/2016	\$70.00
<u>39391</u>	Beach Batteries, Inc	10/24/2016	\$44.75
<u>39392</u>	BSK Associates	10/24/2016	\$888.75
<u>39393</u>	Cascade Columbia	10/24/2016	\$2,472.94
<u>39394</u>	Centurylink	10/24/2016	\$1,646.63
<u>39395</u>	Charter Communications	10/24/2016	\$89.98
<u>39396</u>	Chemtrac, Inc	10/24/2016	\$587.00
<u>39397</u>	Coast Rehabilitation Services	10/24/2016	\$35.00
<u>39398</u>	Cottage Bakery &	10/24/2016	\$11.90
<u>39399</u>	Dennis CO	10/24/2016	\$20.54
<u>39400</u>	Discovery Benefits	10/24/2016	\$7.50
<u>39401</u>	Evergreen Septic Inc.	10/24/2016	\$330.00
<u>39402</u>	Evergreen Septic Pumping	10/24/2016	\$1,215.00
<u>39403</u>	Gray & Osborne, Inc.	10/24/2016	\$12,638.12
<u>39404</u>	Hach Company	10/24/2016	\$973.69
<u>39405</u>	HD Fowler Company	10/24/2016	\$6,899.69
<u>39406</u>	IHS Class of 2017	10/24/2016	\$234.00
<u>39407</u>	Ilwaco Merchants Assoc.	10/24/2016	\$3,200.00
<u>39408</u>	Koflo Corporation	10/24/2016	\$550.00
<u>39409</u>	Lawson Products	10/24/2016	\$498.91
<u>39410</u>	MAC Tools	10/24/2016	\$237.59
<u>39411</u>	Naselle Rock & Asphalt	10/24/2016	\$398.46
<u>39412</u>	Northstar Chemical, Inc.	10/24/2016	\$4,346.35
<u>39413</u>	Pacific CO Sheriff Office	10/24/2016	\$1,650.00
<u>39414</u>	Pacific County Treasurer	10/24/2016	\$4,788.92
<u>39415</u>	Pape' Machinery	10/24/2016	\$872.24
<u>39416</u>	Platt	10/24/2016	\$194.23
<u>39417</u>	PUD No 2 of Pacific County	10/24/2016	\$10,102.86
<u>39418</u>	Robert W. Droll, Landscape	10/24/2016	\$5,085.00
<u>39419</u>	Solutions Yes	10/24/2016	\$34.55
<u>39420</u>	Sweeper Parts Sales	10/24/2016	\$939.90
<u>39421</u>	United States Plastic	10/24/2016	\$600.06
<u>39422</u>	Viking Technologies Inc	10/24/2016	\$2,000.00
<u>39423</u>	Visa	10/24/2016	\$437.65
<u>39424</u>	Wadsworth Electric	10/24/2016	\$6,567.25

Total Check	\$71,581.84
Total 81	\$71,581.84
Grand Total	\$71,581.84

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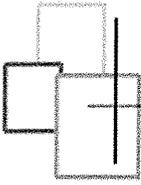
Treasurer

39390 through 39425 totalling \$71,581.84 are approved this 24th day of October, 2016.

Council member

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Register

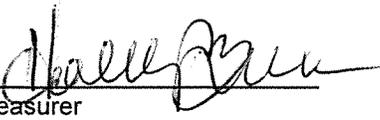
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<u>39395</u>	Charter Communications	10/24/2016	\$89.98
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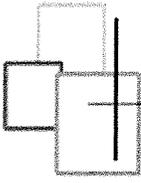
 Treasurer

39390 through 39425 totalling \$71,581.84 are approved this 24th day of October, 2016.

 Council member

 Council member

 Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A Sparkling Castle					
	39390			2016 - October - Second Meeting	
		Invoice - 10/13/2016 11:40:54 AM			
		4703			
			001-000-000-575-50-40-01	Community Bldg Other-Mntc	\$70.00
		Total Invoice - 10/13/2016 11:40:54 AM			\$70.00
	Total 39390				\$70.00
Total A Sparkling Castle					\$70.00
Beach Batteries, Inc					
	39391			2016 - October - Second Meeting	
		Invoice - 10/12/2016 1:10:16 PM			
		8/31/16			
			001-000-000-522-10-35-00	Small Tools & Equipment	\$20.15
		Total Invoice - 10/12/2016 1:10:16 PM			\$20.15
		Invoice - 10/12/2016 1:10:59 PM			
		9/30/16			
			001-000-000-514-20-49-00	Miscellaneous	\$4.92
			101-000-000-543-30-30-02	Small Tools & Equipment	\$4.92
			401-000-000-534-00-49-00	Miscellaneous	\$4.92
			408-000-000-531-38-35-00	Small Tools	\$4.92
			409-000-000-535-00-48-03	Miscellaneous	\$4.92
		Total Invoice - 10/12/2016 1:10:59 PM			\$24.60
	Total 39391				\$44.75
Total Beach Batteries, Inc					\$44.75
BSK Associates					
	39392			2016 - October - Second Meeting	
		Invoice - 10/11/2016 4:51:41 PM			
		V603285			
			401-000-000-534-00-31-01	Chemicals	\$826.75
		Total Invoice - 10/11/2016 4:51:41 PM			\$826.75
		Invoice - 10/18/2016 10:03:08 AM			
		V603420			
			409-000-000-535-00-41-05	Professional Services	\$34.00
		Total Invoice - 10/18/2016 10:03:08 AM			\$34.00
		Invoice - 10/18/2016 10:07:31 AM			
		V603423			
			401-000-000-534-00-41-00	Professional Services	\$28.00
		Total Invoice - 10/18/2016 10:07:31 AM			\$28.00
	Total 39392				\$888.75
Total BSK Associates					\$888.75
Cascade Columbia Distribution Co.					

39393 2016 - October - Second Meeting
 Invoice - 10/18/2016 10:02:01 AM
 678676
 409-000-000-535-00-31-02 Chemicals \$2,472.94
 Total Invoice - 10/18/2016 10:02:01 AM \$2,472.94
 Total 39393 \$2,472.94
 Total Cascade Columbia Distribution Co. \$2,472.94
 Centurylink

39394 2016 - October - Second Meeting
 Invoice - 10/18/2016 10:25:22 AM
 Sept 2016 Bill
 001-000-000-514-20-42-00 Communication \$381.61
 001-000-000-522-10-42-00 Communication \$454.98
 401-000-000-534-00-42-00 Communications \$336.77
 409-000-000-535-00-42-00 Communications \$473.27
 Total Invoice - 10/18/2016 10:25:22 AM \$1,646.63
 Total 39394 \$1,646.63
 Total Centurylink \$1,646.63
 Charter Communications

39395 2016 - October - Second Meeting
 Invoice - 10/13/2016 12:09:22 PM
 001-000-000-514-20-42-00 Communication \$18.00
 001-000-000-576-80-31-00 Office & Operating Supplies \$14.40
 101-000-000-543-30-30-00 Office And Operating \$14.40
 401-000-000-534-00-42-00 Communications \$14.40
 408-000-000-531-38-31-01 Operations & Maintenance \$14.40
 409-000-000-535-00-42-00 Communications \$14.38
 Total Invoice - 10/13/2016 12:09:22 PM \$89.98
 Total 39395 \$89.98
 Total Charter Communications \$89.98
 Chemtrac, Inc

39396 2016 - October - Second Meeting
 Invoice - 10/18/2016 10:10:01 AM
 25579
 409-000-000-535-00-31-01 Operations And Maintenance \$587.00
 Total Invoice - 10/18/2016 10:10:01 AM \$587.00
 Total 39396 \$587.00
 Total Chemtrac, Inc \$587.00
 Coast Rehabilitation Services

39397 2016 - October - Second Meeting
 Invoice - 10/11/2016 10:52:29 AM
 291013
 001-000-000-514-20-48-00 Repairs & Maintenance \$35.00
 Total Invoice - 10/11/2016 10:52:29 AM \$35.00
 Total 39397 \$35.00
 Total Coast Rehabilitation Services \$35.00
 Cottage Bakery & Delicatessen

39398 2016 - October - Second Meeting
 Invoice - 10/12/2016 1:19:02 PM
 160807

	104-000-000-557-30-40-03	Miscellaneous	\$11.90
	Total Invoice - 10/12/2016 1:19:02 PM		\$11.90
Total 39398			\$11.90
Total Cottage Bakery & Delicatessen			\$11.90
Dennis CO			
39399	2016 - October - Second Meeting		
	Invoice - 10/11/2016 11:00:01 AM		
	Statement 9/30/16		
	001-000-000-576-80-49-02	Ilwaco Park From Donations	\$20.54
	Total Invoice - 10/11/2016 11:00:01 AM		\$20.54
Total 39399			\$20.54
Total Dennis CO			\$20.54
Discovery Benefits			
39400	2016 - October - Second Meeting		
	Invoice - 10/12/2016 1:02:52 PM		
	685711		
	001-000-000-522-10-20-00	Personnel Benefits	\$1.50
	001-000-000-576-80-20-00	Parks Benefits	\$1.50
	101-000-000-542-30-20-00	Benefits	\$1.50
	401-000-000-534-00-20-00	Benefits	\$1.50
	408-000-000-531-38-20-00	Benefits	\$1.50
	Total Invoice - 10/12/2016 1:02:52 PM		\$7.50
Total 39400			\$7.50
Total Discovery Benefits			\$7.50
Evergreen Septic Inc.			
39401	2016 - October - Second Meeting		
	Invoice - 10/11/2016 3:35:47 PM		
	19829		
	001-000-000-511-60-48-00	Repair & Maintenance	\$165.00
	Total Invoice - 10/11/2016 3:35:47 PM		\$165.00
	Invoice - 10/13/2016 12:44:44 PM		
	19971		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$165.00
	Total Invoice - 10/13/2016 12:44:44 PM		\$165.00
Total 39401			\$330.00
Total Evergreen Septic Inc.			\$330.00
Evergreen Septic Pumping LLC			
39402	2016 - October - Second Meeting		
	Invoice - 10/11/2016 3:46:33 PM		
	554		
	409-000-000-535-00-31-01	Operations And Maintenance	\$1,215.00
	Total Invoice - 10/11/2016 3:46:33 PM		\$1,215.00
Total 39402			\$1,215.00
Total Evergreen Septic Pumping LLC			\$1,215.00
Gray & Osborne, Inc.			
39403	2016 - October - Second Meeting		
	Invoice - 10/20/2016 10:15:52 AM		
	16542/1		
	401-000-000-594-34-41-02	Engineering - Distribution	\$408.56
	409-000-000-594-35-63-01	Engineering - Collection System	\$1,608.20

	Total Invoice - 10/20/2016 10:15:52 AM		\$2,016.76
	Invoice - 10/20/2016 10:22:11 AM		
	16542/2		
	409-000-000-594-35-63-01	Engineering - Collection System	\$10,621.36
	Total Invoice - 10/20/2016 10:22:11 AM		\$10,621.36
Total 39403			\$12,638.12
Total Gray & Osborne, Inc.			\$12,638.12
Hach Company			
39404		2016 - October - Second Meeting	
	Invoice - 10/12/2016 12:40:51 PM		
	10103194-10104533-10108162		
	401-000-000-534-00-31-00	Operation & Maintenance	\$973.69
	Total Invoice - 10/12/2016 12:40:51 PM		\$973.69
Total 39404			\$973.69
Total Hach Company			\$973.69
HD Fowler Company			
39405		2016 - October - Second Meeting	
	Invoice - 10/13/2016 11:54:02 AM		
	14349767		
	401-000-000-534-00-35-00	Small Tools & Equipment	\$79.17
	409-000-000-535-00-35-00	Small Tools	\$79.17
	Total Invoice - 10/13/2016 11:54:02 AM		\$158.34
	Invoice - 10/13/2016 11:55:50 AM		
	14350562		
	401-000-000-534-00-35-00	Small Tools & Equipment	\$410.39
	Total Invoice - 10/13/2016 11:55:50 AM		\$410.39
	Invoice - 10/20/2016 10:03:15 AM		
	14356892		
	408-000-000-594-31-64-00	Drainage Construction	\$6,330.96
	Total Invoice - 10/20/2016 10:03:15 AM		\$6,330.96
Total 39405			\$6,899.69
Total HD Fowler Company			\$6,899.69
IHS Class of 2017			
39406		2016 - October - Second Meeting	
	Invoice - 10/13/2016 11:47:57 AM		
	2017 Poinsettia Sale		
	001-000-000-511-60-49-00	Miscellaneous	\$234.00
	Total Invoice - 10/13/2016 11:47:57 AM		\$234.00
Total 39406			\$234.00
Total IHS Class of 2017			\$234.00
Ilwaco Merchants Assoc.			
39407		2016 - October - Second Meeting	
	Invoice - 10/11/2016 10:47:42 AM		
	104-000-000-557-30-41-03	Ilwaco Merchants Association	\$3,200.00
		2016 LTAC Request	
	Total Invoice - 10/11/2016 10:47:42 AM		\$3,200.00
Total 39407			\$3,200.00
Total Ilwaco Merchants Assoc.			\$3,200.00
Koflo Corporation			
39408		2016 - October - Second Meeting	

	Invoice - 10/20/2016 11:11:07 AM		
	K73672		
	401-000-000-534-00-35-01	Small Tools & Equipment - Lab	\$550.00
	Total Invoice - 10/20/2016 11:11:07 AM		\$550.00
Total 39408			\$550.00
Total Koflo Corporation			\$550.00
Lawson Products			
39409		2016 - October - Second Meeting	
	Invoice - 10/20/2016 10:05:17 AM		
	9304427592		
	409-000-000-535-00-31-08	Office Supplies & Customer Service	\$498.91
	Total Invoice - 10/20/2016 10:05:17 AM		\$498.91
Total 39409			\$498.91
Total Lawson Products			\$498.91
MAC Tools			
39410		2016 - October - Second Meeting	
	Invoice - 10/11/2016 3:30:13 PM		
	16340		
	409-000-000-535-00-35-00	Small Tools	\$237.59
	Total Invoice - 10/11/2016 3:30:13 PM		\$237.59
Total 39410			\$237.59
Total MAC Tools			\$237.59
Naselle Rock & Asphalt			
39411		2016 - October - Second Meeting	
	Invoice - 10/13/2016 11:40:03 AM		
	27102		
	409-000-000-594-35-63-00	Sewer Line Replace/repair	\$398.46
	Total Invoice - 10/13/2016 11:40:03 AM		\$398.46
Total 39411			\$398.46
Total Naselle Rock & Asphalt			\$398.46
Northstar Chemical, Inc.			
39412		2016 - October - Second Meeting	
	Invoice - 10/12/2016 12:45:04 PM		
	92296		
	401-000-000-534-00-31-01	Chemicals	\$2,331.32
	Total Invoice - 10/12/2016 12:45:04 PM		\$2,331.32
	Invoice - 10/12/2016 12:45:24 PM		
	92361		
	401-000-000-534-00-31-01	Chemicals	\$1,017.75
	Total Invoice - 10/12/2016 12:45:24 PM		\$1,017.75
	Invoice - 10/18/2016 10:09:20 AM		
	93015		
	401-000-000-534-00-31-01	Chemicals	\$997.28
	Total Invoice - 10/18/2016 10:09:20 AM		\$997.28
Total 39412			\$4,346.35
Total Northstar Chemical, Inc.			\$4,346.35
Pacific CO Sheriff Office			
39413		2016 - October - Second Meeting	
	Invoice - 10/13/2016 12:42:12 PM		
	QTR 4		

001-000-000-525-60-51-00 Disaster Preparedness \$1,650.00

Total Invoice - 10/13/2016 12:42:12 PM \$1,650.00

Total 39413 \$1,650.00

Total Pacific CO Sheriff Office \$1,650.00

Pacific County Treasurer
39414

2016 - October - Second Meeting

Invoice - 10/14/2016 10:55:29 AM

2016-110

001-000-000-528-60-51-00 Dispatch Services \$4,788.92

Total Invoice - 10/14/2016 10:55:29 AM \$4,788.92

Total 39414 \$4,788.92

Total Pacific County Treasurer

Pape' Machinery

39415

2016 - October - Second Meeting

Invoice - 10/13/2016 12:01:29 PM

10167123

001-000-000-522-60-48-00 Vehicle & Equipment Maintenance \$174.44

101-000-000-542-30-35-00 Roadway Equipment \$174.45

401-000-000-534-00-48-00 Vehicle Repairs/Maintenance \$174.45

408-000-000-531-38-31-01 Operations & Maintenance \$174.45

409-000-000-594-35-64-01 Machinery & Equipment \$174.45

Total Invoice - 10/13/2016 12:01:29 PM \$872.24

Total 39415 \$872.24

Total Pape' Machinery

Platt

39416

2016 - October - Second Meeting

Invoice - 10/13/2016 11:56:19 AM

k468531

001-000-000-514-20-35-00 Small Tools & Equipment \$21.12

101-000-000-543-30-30-02 Small Tools & Equipment \$21.12

401-000-000-534-00-35-00 Small Tools & Equipment \$21.12

408-000-000-531-38-35-00 Small Tools \$21.13

409-000-000-535-00-35-00 Small Tools \$21.13

Total Invoice - 10/13/2016 11:56:19 AM \$105.62

Invoice - 10/20/2016 10:00:32 AM

Z075793

001-000-000-514-20-31-00 Office & Operating Supplies \$44.31

001-000-000-575-50-40-01 Community Bldg Other-Mntc \$44.30

Total Invoice - 10/20/2016 10:00:32 AM \$88.61

Total 39416 \$194.23

Total Platt

PUD No 2 of Pacific County

39417

2016 - October - Second Meeting

Invoice - 10/18/2016 10:48:45 AM

October 2016 Bill

001-000-000-511-60-47-00 Electricity \$78.85

001-000-000-522-50-47-00 Electricity \$193.37

001-000-000-572-50-47-00 Electricity \$496.97

001-000-000-575-50-40-00 Community Bldg Other - Electri \$331.31

001-000-000-576-80-47-00 Electricity \$50.08

101-000-000-542-63-47-00	Street Light Operating	\$625.34
401-000-000-534-00-47-00	Electricity	\$3,175.86
409-000-000-535-00-47-01	Electricity	\$5,151.08

Total Invoice - 10/18/2016 10:48:45 AM \$10,102.86

Total 39417 \$10,102.86

Total PUD No 2 of Pacific County \$10,102.86

Robert W. Droll, Landscape Architect, P.S.

39418 2016 - October - Second Meeting

Invoice - 10/13/2016 11:52:21 AM

16028-02

001-000-000-576-80-49-02	Ilwaco Park From Donations	\$5,085.00
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Total Invoice - 10/13/2016 11:52:21 AM \$5,085.00

Total 39418 \$5,085.00

Total Robert W. Droll, Landscape Architect, P.S. \$5,085.00

Solutions Yes

39419 2016 - October - Second Meeting

Invoice - 10/20/2016 9:42:00 AM

85016

001-000-000-514-20-31-00	Office & Operating Supplies	\$8.63
101-000-000-543-30-30-00	Office And Operating	\$8.64
401-000-000-534-00-31-06	Office & Customer Service	\$8.64
409-000-000-535-00-31-08	Office Supplies & Customer Service	\$8.64

Total Invoice - 10/20/2016 9:42:00 AM \$34.55

Total 39419 \$34.55

Total Solutions Yes \$34.55

Sweeper Parts Sales

39420 2016 - October - Second Meeting

Invoice - 10/12/2016 1:19:24 PM

18422

101-000-000-542-67-30-00	Street Cleaning	\$313.30
401-000-000-534-00-47-03	Storm Drainage	\$313.30
409-000-000-535-00-47-05	Storm Drainage	\$313.30

Total Invoice - 10/12/2016 1:19:24 PM \$939.90

Total 39420 \$939.90

Total Sweeper Parts Sales \$939.90

United States Plastic Corporation

39421 2016 - October - Second Meeting

Invoice - 10/20/2016 11:08:26 AM

4935600

401-000-000-534-00-35-01	Small Tools & Equipment - Lab	\$333.10
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Total Invoice - 10/20/2016 11:08:26 AM \$333.10

Invoice - 10/20/2016 11:09:34 AM

4935627

401-000-000-534-00-35-01	Small Tools & Equipment - Lab	\$266.96
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Total Invoice - 10/20/2016 11:09:34 AM \$266.96

Total 39421 \$600.06

Total United States Plastic Corporation \$600.06

Viking Technologies Inc

39422 2016 - October - Second Meeting

Invoice - 10/12/2016 12:43:28 PM

409604

001-000-000-511-60-48-00	Repair & Maintenance	\$769.30
101-000-000-543-30-30-00	Office And Operating	\$769.30
401-000-000-534-00-31-00	Operation & Maintenance	\$769.31
408-000-000-531-38-31-01	Operations & Maintenance	\$769.31
409-000-000-535-00-31-01	Operations And Maintenance	\$769.31

Total Invoice - 10/20/2016 9:57:49 AM \$3,846.53

Total 39424 \$6,567.25

Total Wadsworth Electric \$6,567.25

Wilcox & Flegel Oil Co.

39425

2016 - October - Second Meeting

Invoice - 10/12/2016 12:58:10 PM

9/30/16

001-000-000-576-80-31-00	Office & Operating Supplies	\$144.19
101-000-000-543-30-30-01	Gasoline & Oil Products	\$144.19
104-000-000-557-30-41-03	Ilwaco Merchants Association	\$144.19
401-000-000-534-00-32-00	Gasoline	\$144.19
408-000-000-531-38-32-00	Gas/Oil Products	\$143.33
409-000-000-535-00-32-00	Gas/oil Products	\$143.35

Total Invoice - 10/12/2016 12:58:10 PM \$863.44

Invoice - 10/12/2016 12:58:47 PM

9/30/16

001-000-000-522-10-32-00	Gasoline	\$48.94
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Total Invoice - 10/12/2016 12:58:47 PM \$48.94

Total 39425 \$912.38

Total Wilcox & Flegel Oil Co. \$912.38

Grand Total Vendor Count 36 \$71,581.84

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing: 10/24/16
Council Discussion Item: 10/24/16 Council Business Item:
- B. Issue/Topic: **Ordinance Establishing 2017 Property Tax Levy and Certification**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. RCW 84.55.120 requires that taxing districts other than the state that collect regular levies must hold a public hearing on revenue sources and adopt a separate ordinance authorizing the increase of property tax. The ordinance and levy certification must be passed for Pacific County to include the City of Ilwaco in the 2017 levy.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. The Pacific County assessor has provided the tax assessed value and levy limit calculation that was used in writing the ordinance and setting the proposed levy amount. The levy certification includes the estimated value of new construction, as well as any estimated utility value, at the recommendation of the tax assessor.
- F. Impacts:
1. Fiscal: The property tax levy is a primary revenue source for the City of Ilwaco.
2. Legal:
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: Recommended N/A Public Hearing on
- H. Staff Comments:
- I. Time Constraints/Due Dates: Pacific County has requested the levy certification be submitted to them no later than November 18, 2016.
- J. Proposed Motion:
1) **I move to adopt the ordinance establishing the property tax rate for the 2017 budget.**
2) **I move to authorize the city treasurer to certify the 2017 levy not to exceed \$214,400 to the Pacific County legislative authority.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, ESTABLISHING
THE PROPERTY TAX RATE FOR THE 2017 BUDGET**

WHEREAS, the City Council of the City of Ilwaco has met and considered its budget for the calendar year 2017; and

WHEREAS, the district's actual levy amount from the previous year was \$ 211,107; and

WHEREAS, the population of this district is less than 10,000.

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

Section 1. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2017 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$2,111, which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Section 2. Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

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

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, Treasurer

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED:

EFFECTIVE:



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

**CITY OF ILWACO
PUBLIC HEARING NOTICE**

The City Council of the City of Ilwaco will hold a public hearing on an ordinance for the **2016 Property Tax Levy on November 9, 2015**, at the regular council meeting, at or about 6:00 p.m., at the Ilwaco Community Building Meeting Room at 158 N. First Street, Ilwaco, WA 98624. All written and oral comment will be considered. Please contact City Hall, 360-642-3145, should you need special accommodations. The public is invited and encouraged to attend.

Holly Beller, City Clerk
Published Date: October 28 and November 4, 2015

Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Holly Beller,
(Name)

Treasurer, for City of Ilwaco, do hereby certify to
(Title) (District Name)

the Pacific County legislative authority that the Ilwaco City Council
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2017 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 10/24/16 :
(Date of Public Hearing)

Regular Levy: \$214,400.00
(State the total dollar amount to be levied)

Excess Levy: _____
(State the total dollar amount to be levied)

Refund Levy: _____
(State the total dollar amount to be levied)

Signature: _____

Date: _____

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.



Pacific County
ASSESSOR

BRUCE WALKER

RECEIVED SEP 12 2016

Memo

TO: Cities and Taxing Districts within or co-extensive with Pacific County
FROM: Bruce Walker, Pacific County Assessor *BW*
CC: Marie Guernsey, Clerk of the Board
DATE: September 8, 2016
RE: **NOTICE TO FILE BUDGETS OR ESTIMATES OF AMOUNTS TO BE LEVIED BY TAXATION DURING THE YEAR 2017**

It is that time of year again for each city and taxing district to file budgets or estimates to be levied during the year of 2017. I have listed below issues that need to be addressed:

Certified budgets or estimates of the amounts to be raised by taxation on assessed valuation of the property in the City or District during 2017 **must be filed with the Clerk of the Board of County Commissioners in order for the County to certify to the County Assessor by November 30, 2016.** (RCW 84.52.020, RCW 84.52.070)
PLEASE NOTE: THE BOARD OF PACIFIC COUNTY COMMISSIONERS INTEND TO HOLD A PUBLIC HEARING ON NOVEMBER 22, 2016 TO CERTIFY LEVIES. THE CLERK OF THE BOARD REQUESTS THAT YOUR DOCUMENTS BE RECEIVED BY NOVEMBER 18, 2016.

- A taxing district that collects regular levies is to **hold a public hearing on revenue sources for the district's following year's current expense budget.** The hearing **must include consideration of possible increases in property tax revenues and must be held prior to the time the taxing district levies the taxes or requests to have the taxes levied.** (RCW 84.55.120)
- **Provide a copy of the legal notice advertising your public hearing to this office and to the Clerk of the Board of County Commissioners.**
- **Budgets shall clearly indicate an estimate of cash balance at the beginning and ending of each budget period in said budget or estimate.** (RCW 84.52.025)

- **Resolution/Ordinance to increase property tax levy.** RCW 84.55.120 requires all taxing districts to adopt a resolution or ordinance in order to realize any increase in their regular property tax levy other than increases due to new construction, improvements to property, increased value of state-assessed property, annexations, and refunds. The Washington State Department of Revenue has created a form for your use when requesting such an increase in your regular property tax levy. These are available on the DOR website <http://dor.wa.gov/Content/Home/Default.aspx>.

State law requires certain information be included in the resolution or ordinance. Specifically, the resolution or ordinance must state the dollar amount of the increase and the percentage increase over the prior property tax levy. Resolutions or ordinances that do not comply with state law could result in your taxing district receiving an incorrect amount of property tax.

- **Budget Certification.** RCW 84.52.020 requires taxing districts to certify the amount to be raised through property taxation to the county legislative authority. This certification is to be made each year on or before November 30. The amount certified should include the total amount the district intends to levy, including amounts for new construction, improvements to property and so forth.

Please return your Resolutions/Budgets to:

**Clerk of the Board
Board of Pacific County Commissioners
P. O. Box 187
South Bend, WA 98586**

Thank you so much for your immediate attention to this matter. If you have any questions, please feel free to give me a call at (360) 875-9301.

PLEASE NOTE: If a taxing district or city does not submit its certified budget or estimate to the Clerk of the Board of County Commissioners, by November 18, 2016, it will not be included in the levy amounts to be included for the year 2017.

Enclosures: RCW 84.52.020, RCW 84.52.070, RCW 84.55.120, RCW 84.52.025
Fire Protection Budget Form (Pacific County Fire Districts Only)
Levy Certification Form
Ordinance/Resolution Form
2017 Levy Limit (101%) Calculation Estimate
2016 Preliminary Assessed Values for 2017 Tax

RCW 84.52.020

City and district budgets to be filed with county legislative authority.

It shall be the duty of the city council or other governing body of every city, other than a city having a population of three hundred thousand or more, the board of directors of school districts of the first class, the superintendent of each educational service district for each constituent second class school district, commissioners of port districts, commissioners of metropolitan park districts, and of all officials or boards of taxing districts within or coextensive with any county required by law to certify to the county legislative authority, for the purpose of levying district taxes, budgets or estimates of the amounts to be raised by taxation on the assessed valuation of the property in the city or district, through their chair and clerk, or secretary, to make and file such certified budget or estimates with the clerk of the county legislative authority on or before the thirtieth day of November.

RCW 84.52.070

Certification of levies to assessor.

It shall be the duty of the county legislative authority of each county, on or before the thirtieth day of November in each year, to certify to the county assessor of the county the amount of taxes levied upon the property in the county for county purposes, and the respective amounts of taxes levied by the board for each taxing district, within or coextensive with the county, for district purposes, and it shall be the duty of the council of each city having a population of three hundred thousand or more, and of the council of each town, and of all officials or boards of taxing districts within or coextensive with the county, authorized by law to levy taxes directly and not through the county legislative authority, on or before the thirtieth day of November in each year, to certify to the county assessor of the county the amount of taxes levied upon the property within the city, town, or district for city, town, or district purposes. If a levy amount is not certified to the county assessor by the thirtieth day of November, the county assessor shall use no more than the certified levy amount for the previous year for the taxing district: PROVIDED, That this shall not apply to the state levy or when the assessor has not certified assessed values as required by RCW 84.48.130 at least twelve working days prior to November 30th.

RCW 84.55.120

Public hearing — Taxing district's revenue sources — Adoption of tax increase by ordinance or resolution.

A taxing district, other than the state, that collects regular levies shall hold a public hearing on revenue sources for the district's following year's current expense budget. The hearing must include consideration of possible increases in property tax revenues and shall be held prior to the time the taxing district levies the taxes or makes the request to have the taxes levied. The county legislative authority, or the taxing district's governing body if the district is a city, town, or other type of district, shall hold the hearing. For purposes of this section, "current expense budget" means that budget which is primarily funded by taxes and charges and reflects the provision of ongoing services. It does not mean the capital, enterprise, or special assessment budgets of cities, towns, counties, or special purpose districts.

If the taxing district is otherwise required to hold a public hearing on its proposed regular tax levy, a single public hearing may be held on this matter.

No increase in property tax revenue, other than that resulting from the addition of new construction, increases in assessed value due to construction of electric generation wind turbine facilities classified as personal property, and improvements to property and any increase in the value of state-assessed property, may be authorized by a taxing district, other than the state, except by adoption of a separate ordinance or resolution, pursuant to notice, specifically authorizing the increase in terms of both dollars and percentage. The ordinance or resolution may cover a period of up to two years, but the ordinance shall specifically state for each year the dollar increase and percentage change in the levy from the previous year.



Ordinance / Resolution No. _____
RCW 84.55.120

WHEREAS, the _____ of _____ has met and considered
(Governing body of the taxing district) (Name of the taxing district)
its budget for the calendar year _____; and,

WHEREAS, the districts actual levy amount from the previous year was \$ _____ ; and,
(Previous year's levy amount)

WHEREAS, the population of this district is more than or less than 10,000; and now, therefore,
(Check one)

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy
is hereby authorized for the levy to be collected in the _____ tax year.
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ _____
which is a percentage increase of _____ % from the previous year. This increase is exclusive of
(Percentage increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines,
solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations
that have occurred and refunds made.

Adopted this _____ day of _____, _____.

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.



Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, _____,
(Name)

_____, for _____, do hereby certify to
(Title) (District Name)

the _____ County legislative authority that the _____
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in _____ as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on _____:
(Date of Public Hearing)

Regular Levy: _____
(State the total dollar amount to be levied)

Excess Levy: _____
(State the total dollar amount to be levied)

Refund Levy: _____
(State the total dollar amount to be levied)

Signature: _____

Date: _____

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Dear Taxing District:

Attached is your district's 2017 Preliminary Levy Limit (101%) Calculation. This is an estimate of your Highest Lawful Levy, New Construction and Assessed Value at this time. Utility values may not be received until November. This estimate gives you a good basis to use in your budget process.

Also enclosed is an example LEVY CERTIFICATION & RESOLUTION. The RESOLUTION sets your % of increase over last year, excluding the additional amounts from new construction, utilities and annexations. The LEVY CERTIFICATION is the total dollar amount you want to levy including these additional amounts and should match what is on your budget. If you use a different amount on your budget, it could possibly limit you to a lesser amount.

The example levy certification and resolution reflect what it would be if your district chooses to levy the Highest Lawful Levy. If your district chooses to levy a lesser amount, you'd need to recalculate the dollar amount and percentage on the example resolution. To calculate the percentage, divide what the district wants to levy by last year's actual levy (your actual levy is shown on the resolution already; don't use a different figure unless you confirm with us.) In addition to the percentage you also have to state the dollar amount of the increase. If you are using your own ordinance or resolution make sure you have both the percentage of increase and the dollar amount. If you'd like help with this or verification prior to your budget meeting, please don't hesitate to call *Becky Nissell @ 875-9300 Ext. 2210 or 642-9300 Ext. 2210.*

Blank Resolution and Levy Certification Forms are enclosed for your use, but an electronic fill-in format can be found at www.dor.wa.gov. We encourage the districts to use these available forms because they have all the necessary information and language. To find online, use the form number in the bottom left hand corner of the form or by name using "Levy Certification" and "Ordinance/Resolution".

ESTIMATE

TAX YEAR: 2017
LEVY LIMIT CALCULATION
TAXING DISTRICT: TOWN OF ILWACO
ANNEXED TO A LIBRARY

A.	HIGHEST LAWFUL LEVY SINCE 1985	(2016)	211,107	
	TIMES LEVY LIMIT - 101%	<i>(+) 2,111 =</i>	213,218	<i>1%</i>
B.	VALUE OF THIS YEAR NEW CONSTRUCTION		349,300	
	TIMES PREVIOUS YEARS LEVY RATE	1.830112 <i>(+)</i>	639	<i>New Const</i>
C.	CURRENT YEARS UTILITY VALUE		1,212,139	
	LESS PREVIOUS YEARS UTILITY VALUE		1,212,139	
	INCREASE IN UTILITY VALUE		0	
	TIMES PREVIOUS YEARS LEVY RATE	1.830112 <i>(+) 500</i>	0	<i>Est Utilities</i>
D.	A+B+C LEVY LIMITATION		<u>213,857</u>	
E.	ASSESSED VALUE ORIGINAL DISTRICT			
	LEVY RATE ORIGINAL DISTRICT		0.0000	
	ASSESSED VALUE ANNEXED AREA			
F.	LEVY LIMITATION FOR ANNEXATION		0	
G.	LEVY LIMITATION WITH ANNEXATION (D+F)		0	
H.	AMOUNT REFUNDED OR TO BE REFUNDED			
I.	TOTAL LEVY CONTROLLED BY LEVY LIMITATION		213,857	
J.	AMOUNT REQUESTED BY TAXING DISTRICT			
K.	LESSER OF ITEMS I & J		213,857	

TO CALCULATE LEVY RATE

LEVY	213,857
AV	113,753,926
RATE	1.879997



Ordinance / Resolution No. _____
RCW 84.55.120

WHEREAS, the _____ of _____ has met and considered
(Governing body of the taxing district) (Name of the taxing district)
its budget for the calendar year 2017; and,

Example

WHEREAS, the districts actual levy amount from the previous year was \$ 211,107.00; and,
(Previous year's levy amount)

WHEREAS, the population of this district is more than or less than 10,000; and now, therefore,
(Check one)

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2017 tax year.
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 2,111.00 which is a percentage increase of 1 % from the previous year. This increase is exclusive of
(Percentage increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this _____ day of _____, _____.

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.

Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

Example

In accordance with RCW 84.52.020, I, _____,
(Name)

_____, for _____, do hereby certify to
(Title) (District Name)

the _____ County legislative authority that the _____
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2017 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on _____:
(Date of Public Hearing)

Regular Levy: \$214,400.00
(State the total dollar amount to be levied)

*→ Should match budget
and inc add'l amts from
New Const Utilities*

Excess Levy: _____
(State the total dollar amount to be levied)

Refund Levy: _____
(State the total dollar amount to be levied)

Signature: _____

Date: _____

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 10/24/16 Council Business Item:

B. Issue/Topic: **Interlocal Agreement with HGACBuy LLC**

C. Sponsor(s):

1. Cassinelli
- 2.

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

The Houston-Galveston Area Council (H-GAC) is a regional council of governments operating under the laws of the State of Texas and governed by a board comprised of 36 elected officials from the 13 county region. The H-GAC Board awards all contracts, which can then be made available to local governments nationwide thru HGACBuy.

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

1. Benefits of the interlocal give access to volume purchasing and discounts amongst others listed in the attached FAQ's
2. Per Heather Reynolds, under RCW 39.34.040 this is technically an interstate agreement, and so should be published or linked on our website (or filed with the County auditor).

F. Impacts:

1. Fiscal: This Interlocal agreement will save \$2,644.38 on the purchase order
2. Legal: Agreement has been reviewed by Heather Reynolds
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments:

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to approve the Mayor enter into the Interlocal Agreement with HGACBuy for Cooperative Purchasing.**



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Ilwaco, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 120 First Ave N, Ilwaco WA 98624

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * 1/1/2016 and ends * 12/31/2016. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (*local government, agency, or non-profit corporation*)

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

**Denotes required fields*

***Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: City of Ilwaco County Name: Pacific
(Municipality/County/District/etc.)

Mailing Address: PO Box 548, Ilwaco WA 98624
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (360) 642-3145 FAX Number: (360) 642-3146

Physical Address: 120 First Ave N, Ilwaco WA 98624
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.ilwaco-wa.gov

Official Contact: Holly Beller
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: PO Box 548
(Street Address/P.O. Box)
Ilwaco WA 98624
(City) (State) (ZIP Code)

Title: Treasurer
Ph No.: (360) 642-3145
Fx No.: (360) 642-3146
E-Mail Address: treasurer@ilwaco-wa.gov

Authorized Official: Michael Cassinelli
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: PO Box 548
(Street Address/O.O. Box)
Ilwaco WA 98624
(City) (State) (ZIP Code)

Title: Mayor
Ph No.: (360) 642-3145
Fx No.: (360) 642-3146
E-Mail Address: mayor@ilwaco-wa.gov

Official Contact: Robert Droll
(Purchasing Agent/Auditor etc.)

Mailing Address: 4405 7th Ave SE, Suite 203
(Street Address/O.O. Box)
Lacey WA 98503
(City) (State) (ZIP Code)

Title: Project Manager
Ph No.: (360) 456-3813
Fx No.: () -
E-Mail Address: bob@rwdroll.com

Official Contact: Nick Haldeman
(Public Works Director/Police Chief etc.)

Mailing Address: PO Box 548
(Street Address/O.O. Box)
Ilwaco WA 98624
(City) (State) (ZIP Code)

Title: Parks and Recreation Commission
Ph No.: (360) 607-6371
Fx No.: () -
E-Mail Address: parks1@ilwaco-wa.gov

Official Contact: Dave McKee
(EMS Director/Fire Chief etc.)

Mailing Address: PO Box 548
(Street Address/O.O. Box)
Ilwaco WA 98624
(City) (State) (ZIP Code)

Title: Public Works
Ph No.: (360) 642-3357
Fx No.: () -
E-Mail Address: publicworks@ilwaco-wa.gov

* denotes required fields

[GENERAL PURPOSE & EMERGENCY VEHICLES](#)
[INFRASTRUCTURE EQUIPMENT & SERVICES](#)
[COMMUNICATIONS EQUIPMENT & SERVICES](#)
[GROUNDS FACILITIES & PARKS EQUIPMENT](#)
[PUBLIC WORKS EQUIPMENT](#)
[EMERGENCY EQUIPMENT & SUPPLIES](#)
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You are here: [Home](#) > [Information About The Program](#) > [Frequently Asked Questions \(FAQs\)](#)

INFORMATION ABOUT THE PROGRAM

FREQUENTLY ASKED QUESTIONS (FAQS)

Q: What is H-GAC?

A: The Houston-Galveston Area Council (H-GAC) is a regional council of governments operating under the laws of the State of Texas and governed by a board comprised of 36 elected officials from the 13 county region. The H-GAC Board awards all contracts, which can then be made available to local governments nationwide thru HGACBuy.

Q: How does HGACBuy work?

A: Government entities join by executing an Interlocal Contract to participate in HGACBuy. This document sets out the conditions, requirements and processes through which an entity's purchase orders are received, confirmed to contract and processed.

Q: Can my entity purchase through HGACBuy?

A: The Texas Interlocal Cooperation Act permits joint participation by local governments, states, state agencies, and certain non-profit corporations. Most states have interlocal cooperation authority or other joint power provisions that allow participation in cooperative activities.

Q: I have to advertise for bids therefore I can't purchase thru HGACBuy.

A: HGACBuy uses mass circulation, minority emphasis print media, and internet services to post legal notices and bid solicitations. Therefore, posting of public notices to solicit bids and the formal competitive bid process are satisfied thru HGACBuy procedures.

Q: What other services are offered through the HGACBuy program?

A: Researching products, writing specifications, holding pre-bid conferences, assisting with order placement, contacting vendor reps, helping to resolve order issues, and reviewing and certifying purchase orders to confirm compliance with any specific HGACBuy contract.

Q: What is the difference between HGACBuy and some other cooperatives?

A: HGACBuy is a unit of local government and a political subdivision of the State of Texas. The HGACBuy Program is over 30 years old and specializes in high ticket, capital intensive products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. All products offered through HGACBuy have been awarded by virtue of a public competitive process. There are no annual membership dues required to purchase thru HGACBuy.

Q: Where do I find information on products offered through HGACBuy?

A: Access HGACBuy's web site at www.hgacbuy.org for a complete listing of products with descriptions, prices, contractors and/or contacts.

Q: What products are available thru HGACBuy?

A: Primarily, products that are utilized in Public Safety, Public Works, and Communications, in addition to professional consulting, personnel and financing services. A wide variety of capital equipment is under contract, and thru a unique feature of HGACBuy it can be customized through the use of published and unpublished options to fit your specifications and requirements.

Q: Can I purchase on-line?

A: Because of the nature of most of the products and services we have under contract, we prefer that you speak with a contractor's representative and get a detailed price quote before placing an order. This is to insure that you get what you want, configured like you want it. Use the HGACBuy website to for basic information and to get the contractor's telephone and email address. After you receive your written quotation and have reviewed it, prepare your purchase order to the Contractor and fax a copy to HGACBuy.

Q: What does it cost to join HGACBuy? How is HGACBuy funded?

A: HGACBuy is a self-funded "Enterprise Fund" government agency, self-supported thru an administrative fee assessed to the contractor. An "Order Processing Charge" (Administrative Fee) will appear on quotation forms for purchases of motor vehicles in the State of Texas in accordance with State of Texas, Department of Transportation, Division of Motor Vehicles requirements.

Q: What are the benefits of HGACBuy? I want to inform my elected officials and staff:

A: We give you access to volume purchasing and discounts. • We put over 200 years of combined purchasing experience to work on your behalf. • We write technical specifications eliminate the need to hire consultants for that purpose. • We absorb the costs associated with publishing legal notices. • We offer you an expedited procurement process so you need not be delayed for months preparing specifications and satisfying all of the other requirements for competitive bids and proposals.

Q: Where to send my payments to H-GAC?

A: Sending Coop Payments to H-GAC:

In order to avoid delays in the receipt and/or application of your remittance we recommend that you forward all **Coop payment** checks made payable to the Houston-Galveston Area Council and sent to our bank lock box **P.O. Box 301427**, Dallas TX 75303-1427. On all remittances please reference the H-GAC invoice number(s) you wish payment to be applied.

Sending Energy Payments to H-GAC:

In order to avoid delays in the receipt and/or application of your remittance we recommend that you forward all **Energy payment** checks made payable to the Houston-Galveston Area Council and sent to our bank lock box **P.O. Box 301497**, Dallas TX 75303-1427. On all remittances please reference the H-GAC invoice number(s) you wish payment to be applied.

Also feel free to contact the H-GAC Finance Department with questions regarding invoices, wiring instructions, or remittance advice.

For more information, contact us:**HGACBuy**

3555 Timmons Lane; Suite 120
Houston, TX 77027

Phone: (800) 926-0234

Fax: (713) 993-4548

Web: www.hgacbuy.org

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CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 10/10/16 Council Business Item:
10/24/16

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. 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. Black Lake Regional Park provides the setting for a challenging yet aesthetically appealing course that would appeal to residents and attract tourists.
2. The four primary reasons people play disc golf are; to be in nature, get exercise, be with other people, and the challenge. These statements 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. 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.

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

1. Proposed Motion: **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.









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

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 10/24/16 Council Business Item:

B. Issue/Topic: **Ordinance Extending Expiration For Existing Preliminary Plats**

C. Sponsor(s):

1. Cassinelli
- 2.

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

In February 2008, the City Council approved the preliminary plat for Discovery Heights Phase II-IV which would have expired in 2015. In 2012, per SSB 6544, council extended the expiration of existing preliminary plats an additional 2 years to 2017. MSW now requests an additional extension of 5 years until the year 2022.

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

1. In 2012 the only existing preliminary plat was that of MSW's Discovery Heights Phases II-IV. MSW has requested an additional extension to the existing preliminary plat.
2. If MSW's preliminary plat had been approved a few weeks earlier (if it had been approved prior to January 1, 2008 instead of in February) and if it is not in a Shorelines Management Area, it would have a statutory preliminary plat expiration date of 10 years from approval. (In other words, one year more than was approved by the Council in 2012).
3. As this is a change to the UDO, Commerce and SEPA review are required. Both notices are ready to be submitted to the appropriate agencies once council finds the proposed ordinance and timelines acceptable.

F. Impacts:

1. Fiscal: None
2. Legal: Per Heather Reynolds, under RCW 58.17.170, the laws and ordinances in effect at the date of approval control the final plat approval, there is a policy reason for not having preliminary plat deadlines extend too far in the future. If they do, it becomes difficult to keep track of what the laws and ordinances were at the time of approval. While this is an insignificant difference in the short run, over a longer period of time it can present challenges. The Council needs to consider this in deciding the time period for the additional extension.
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments:

I. Time Constraints/Due Dates: February 25, 2017.

J. Proposed Motion: **I move to enact Ordinance XXX Extending Expiration For Existing Preliminary Plats which will allow a five year extension for existing preliminary plats.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING SECTIONS 15.62.070 AND 15.68.080 OF THE ILWACO MUNICIPAL CODE, PERTAINING TO TIME LIMITATIONS ON SUBMITTING FINAL PLATS TO THE CITY COUNCIL

WHEREAS, the RCW 58.17.140 provides that a preliminary plat approved before January 1, 2008, (and not subject to the Shoreline Management Act) expires in ten years, a preliminary plat approved after January 1, 2008, and before January 1, 2015, expires in seven years, and a preliminary plat approved after January 1, 2015, expires in five years; and

WHEREAS, RCW 58.17.140 further provides that any city, town, or county may adopt by ordinance procedures that would allow extensions of time that may or may not contain additional or altered conditions and requirements; and

WHEREAS, the City of Ilwaco enacted Ordinance 803 on October 8, 2012, extending the expiration date for preliminary plats to nine years from the date of approval for then-existing, approved preliminary plats that had not expired; and

WHEREAS, the City now desires to amend its municipal code provisions to further extend, for an additional five-year period, unexpired preliminary plats that were approved prior to January 1, 2015, while adhering to the requirements of RCW 58.17.140 for any new preliminary plats.

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

Section 1. Section 15.62.070 of the Ilwaco Municipal Code is amended to read as follows:

15.62.070 Time limitations for approval or disapproval of plats— Extensions.

A. Preliminary plats will be approved, disapproved or returned to the applicant for modification or correction within ninety (90) days from the date when a complete application is filed, unless the applicant:

1. Agrees to an extension of the time period; or
2. The ninety (90) day limitation is extended to include up to twenty-one (21) days as specified under RCW 58.17.095(3).

B. If an environmental impact statement is required as provided in RCW 43.21C.030, the ninety (90) day period will not include the time spent preparing and circulating the environmental impact statement.

C. Final plats and short plats will be approved, approved with conditions, denied or returned to the applicant within thirty (30) days from the date when a complete application is filed, unless the applicant consents to an extension of the time period.

D. For all existing preliminary plats that have not expired at the adoption of this chapter, a final plat meeting all requirements of this chapter must be submitted by the applicant to the city council for approval within ~~nine (9)~~fourteen (14) years of the date of preliminary plat approval, and any ~~new~~preliminary plats approved on or after January 1, 2015, shall expire in accordance with RCW 58.17.140. (Ord. 803 § 1, 2012; Ord. 627 (part), 1999)

Section 2. Section 15.68.080 of the Ilwaco Municipal Code is amended to read as follows:

15.68.080 Procedure and criteria for city council approval of final plats.

A. For all existing preliminary plats approved before January 1, 2015, that have not expired at the adoption of this chapter, an applicant must submit a final plat to the city council within ~~nine (9)~~fourteen (14) years of preliminary plat approval, and any ~~new~~preliminary plats approved on or after January 1, 2015, shall expire in accordance with RCW 58.17.140.

B. When the city planner receives a completed application for final plat approval, he or she will notify the clerk-treasurer to place the final plat application on the city council's agenda for its next regular meeting not sooner than ten (10) days after receipt.

C. The following criteria will be considered when the city council reviews a final plat:

1. Whether conditions imposed when the preliminary plat was approved have been met. A final plat will not be approved until the city council finds that the final plat conforms to the proposed preliminary plat and any conditions imposed;
2. Whether the maintenance security assures the successful operation of improvements.

D. When the city council finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval, and that the subdivision meets the requirements of

Chapter 58.17 RCW, other applicable state laws, the Ilwaco Municipal Ordinance, and other applicable local laws, the mayor or other designated member of the city council will sign the final plat.

E. Every decision of the city council must include findings of fact and conclusions to support the decision.

F. Any findings supporting the city council’s action on the final plat must be recorded in the minutes of the applicable meeting. (Ord. 803 § 2, 2012; Ord. 627 (part), 1999)

Section 3. Referendum and Effective Date. This Ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect and is in full force five (5) days after its passage, approval, and publication of an approved summary of the title as provided by law.

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

Michael Cassinelli, Mayor

ATTEST:

Holly Beller, Treasurer

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year

15.62.070 Time limitations for approval or disapproval of plats— Extensions.

A. Preliminary plats will be approved, disapproved or returned to the applicant for modification or correction within ninety (90) days from the date when a complete application is filed, unless the applicant:

1. Agrees to an extension of the time period; or
2. The ninety (90) day limitation is extended to include up to twenty-one (21) days as specified under RCW 58.17.095(3).

B. If an environmental impact statement is required as provided in RCW 43.21C.030, the ninety (90) day period will not include the time spent preparing and circulating the environmental impact statement.

C. Final plats and short plats will be approved, approved with conditions, denied or returned to the applicant within thirty (30) days from the date when a complete application is filed, unless the applicant consents to an extension of the time period.

D. For all existing preliminary plats that have not expired at the adoption of this chapter, a final plat meeting all requirements of this chapter must be submitted by the applicant to the city council for approval within nine (9) years of the date of preliminary plat approval, and any new preliminary plats shall expire in accordance with RCW 58.17.140. (Ord. 803 § 1, 2012; Ord. 627 (part), 1999)

15.68.080 Procedure and criteria for city council approval of final plats.

- A. For all existing preliminary plats that have not expired at the adoption of this chapter, an applicant must submit a final plat to the city council within nine (9) years of preliminary plat approval, and any new preliminary plats shall expire in accordance with RCW 58.17.140.

- B. When the city planner receives a completed application for final plat approval, he or she will notify the clerk-treasurer to place the final plat application on the city council's agenda for its next regular meeting not sooner than ten (10) days after receipt.

- C. The following criteria will be considered when the city council reviews a final plat:
 - 1. Whether conditions imposed when the preliminary plat was approved have been met. A final plat will not be approved until the city council finds that the final plat conforms to the proposed preliminary plat and any conditions imposed;

 - 2. Whether the maintenance security assures the successful operation of improvements.

- D. When the city council finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval, and that the subdivision meets the requirements of Chapter 58.17 RCW, other applicable state laws, the Ilwaco Municipal Ordinance, and other applicable local laws, the mayor or other designated member of the city council will sign the final plat.

- E. Every decision of the city council must include findings of fact and conclusions to support the decision.

- F. Any findings supporting the city council's action on the final plat must be recorded in the minutes of the applicable meeting. (Ord. 803 § 2, 2012; Ord. 627 (part), 1999)



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

8/24/15

~~Wednesday, May 04, 2016~~

MSW Venture LLC
Attn: Rich Marshall
PO Box 724
Ilwaco WA 98624

Dear Mr. Marshall,

Enclosed please find a copy of Ordinance 803 allowing for existing preliminary plats an extension of nine years from the approval date, as well as the letter granting preliminary plat approval for Discovery Heights Phases II-IV at the February 25, 2008 city council meeting. **Preliminary plat approval for Phases II-IV will expire on February 25, 2017.**

If you are requiring additional extensions to the preliminary plat approval, please notify the city at least 6 months prior to the expiration date so that the Planning Commission and City Council have ample time to consider the request.

Sincerely,

Mike Cassinelli
Mayor
City of Ilwaco

Cc: File

**CITY OF ILWACO
ORDINANCE NO. 803**

**AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING
ILWACO MUNICIPAL CODE CHAPTER 15.62, LAND DIVISION IN GENERAL, AND
CHAPTER 15.68, FINAL PLATS, PERTAINING TO TIME LIMITATIONS ON
SUBMITTING FINAL PLATS TO THE CITY COUNCIL**

WHEREAS, the Washington State Legislature approved Substitute Senate Bill (SSB) 6544, effective June 10, 2010, and expiring December 30, 2014, extending the time period to file for final plat approval from five to seven years for preliminary plats approved on or before December 31, 2014; and

WHEREAS, the Washington State Legislature approved Engrossed House Bill (EHB) 2152, effective June 7, 2012, and expiring December 30, 2014, extending the time period to file for final plat approval from five to nine years for preliminary plats approved on or before December 31, 2007; and

WHEREAS, SSB 6544 and EHB 2152 amend RCW 58.17.140 such that the five-year limit on final plat approval was changed to a seven-year limit or nine-year limit based on the date of preliminary plat approval; and

WHEREAS, RCW 58.17.140 specifies that nothing contained in the section shall act to prevent any city, town or county from adopting by ordinance procedures that would allow extensions of time that may or may not contain additional or altered conditions and requirements; and

WHEREAS, the city desires to amend its municipal code provisions to extend existing preliminary plats to nine years and adhere to the requirements of RCW 58.17.140 for any new preliminary plats.

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

Section 1. Chapter 15.62, Land Division in General, is amended to read as follows:

15.62.070 Time limitations for approval or disapproval of plats—Extensions.

D. For all existing preliminary plats that have not expired at the adoption of this chapter, a final plat meeting all requirements of this chapter must be submitted by the applicant to the city council for approval within ~~nine~~ five years of the date of preliminary plat approval, and any new preliminary plats shall expire in accordance with RCW 58.17.140.

Section 2. Chapter 15.68, Final Plats, is amended to read as follows:

15.68.080 Procedure and criteria for city council approval of final plats.

A. For all existing preliminary plats that have not expired at the adoption of this chapter, an applicant must submit a final plat to the city council within ~~nine~~ five years of preliminary plat approval, in accordance with RCW 58.17.140 and any new preliminary plats shall expire shall expire in accordance with RCW 58.17.140.

Section 3. Referendum and Effective Date. This Ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 8TH DAY OF OCTOBER, 2012.

Mike Cassinelli, Mayor

ATTEST:

PJ Kezele, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes	X	X	X	X	X	
Nays						
Abstentions						
Absent						

PUBLISHED: October 17, 2012

EFFECTIVE: October 22, 2012



— INCORPORATED 1891 —

CITY OF ILWACO

120 First Ave. N. • P.O. Box 548
Ilwaco, WA 98624

e-mail: ilwacoch@willapabay.org

Phone: 360-642-3145

Fax: 360-642-3155

March 10, 2008

HLB Otak, Inc.
1715 B Pacific Avenue North
Long Beach, WA 98631

MSW Venture, LLC
P.O. Box 1448
Ocean Park, WA 98640

RE: Discovery Heights Preliminary Plat for Phases II – IV

The Ilwaco City Council held a public hearing on February 25, 2008, at their regularly scheduled Council meeting. The following was decided:

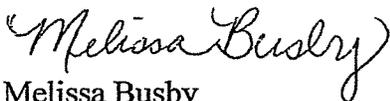
The Preliminary Plat for Phases II – IV of the Discovery Heights project was approved with the following conditions:

1. Prior to the approval of the final plat and prior to the commencement of any construction, a final stormwater engineering plan for Phase II – IV shall be submitted for review and approval by the city engineer. All management/maintenance responsibilities of the stormwater facilities are the responsibility of the homeowners association or other entity. A maintenance agreement for all on-site stormwater facilities shall be prepared for review and approval by the city attorney.
2. Prior to the commencement of any construction, a final erosion control plan for Phase II – IV shall be submitted for review and approval by the city engineer. The applicant's engineer shall certify that the erosion control facilities have been installed according to the approval plan.
3. All roads shall be designed to meet minimum Pacific County Road Standards, pursuant to IMC 15.74.145B. Design and construction plans shall be reviewed and approved by the city engineer and the city fire chief prior to commencing construction.
4. Final water and sanitary sewer facility designs and construction plans shall be submitted to the city engineer for review. Any facilities constructed by MSW for dedication to the city will require the submittal of easements to allow for future maintenance and repair. All potable water service lines shall be extended such that the water meters shall be installed on each of the individual lots rather than within the street right-of-way.

5. Pursuant to IMC 15.86.070, plans for water mains and hydrants must be submitted for review by the city engineer, prior to installation. As built plans showing the installed mains, hydrant branches, valves and hydrants must be provided to the city and the fire chief post construction/installation.
6. All utility plans for other utility purveyors shall also be submitted for review and approval by the city's consulting engineer prior to construction/installation. Easements in the street right-of-way or on the proposed lots, as required by the appropriate agency, shall be provided for the placement, maintenance and operation of each facility. Prior to recording with the Pacific County Auditor, the city shall have the right to review and approve the easements for all portions affecting city street right-of-way or other city facilities.
7. The final grade of all new streets shall not exceed 15 percent and shall be designed and constructed such that emergency vehicles can safely traverse them without any impediment.
8. The applicant shall grant to the city, with the recording of the final plat, utility easements of sufficient width to allow for the maintenance and repair of the water and sewer facilities to be turned over to the city. Easements for other utilities shall be granted to those purveyors at their specifications.
9. With the final plat for Phase II – IV or any portion thereof, a road maintenance agreement meeting the requirements of IMC 15.74.145C shall be placed on the face of the final plat and made as a covenant of the final plat.
10. All areas designated as open space shall be clearly identified on the face of the plat and labeled as non-buildable. Routine and on-going management and maintenance of the open space areas shall be the responsibility of the Homeowners Association and not the City of Ilwaco.
11. To avoid potential confusion in the event of an emergency call to 911, names to be assigned to the proposed streets shall be submitted to Pacific County Emergency Services to ensure that there is no duplication with other street names within Pacific County.
12. The plat shall include a reference to the critical area requirements for a 25' buffer on lots 1, 2, 11, 13, 40, 41, 51, 52, 54 and 55, or the plat shall be redesigned to minimize impacts to these drainages.

If you have any questions regarding these conditions, please contact Mike DeSimone, Ilwaco City Planner at (360) 642-9382.

Thank You,



Melissa Busby
City Treasurer
City of Ilwaco

Cc: Mike DeSimone
File

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing: 04/11/16
Council Discussion Item: 02/22/16 Council Business Item:
04/11/16
06/13/16
07/11/16
08/08/16
10/24/16

B. Issue/Topic: **Short Term Vacation Rentals**

C. Sponsor(s):

1. Cassinelli
- 2.

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

1. The City desires to amend the current IMC regarding short term vacation rentals by repealing IMC 15.29.045 and creating a new chapter specific to Vacation Rental use.

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

1. The proposed ordinance has completed the 60 day commerce review period, and SEPA DNS window without comment.
2. City Planner, Sam Rubin and Treasurer, Holly Beller will now begin working on internal procedures such as developing a cost and forms for applying for a vacation rental.

F. Impacts:

1. Fiscal:
2. Legal: This ordinance is under review by Heather Reynolds.
3. Personnel:
4. Service/Delivery:

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

Staff Comments:

H. Time Constraints/Due Dates:

Proposed Motion: **I move to enact Ordinance XXX relating to Vacation Rentals and amending Chapter 15 of the Ilwaco Municipal Code.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

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

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

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

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

WHEREAS, state agency 60-day review required by RCW 36.70A.106 was initiated on August 10, 2016, about which no comments were received; and

WHEREAS, a determination of non-significance was issued under the State Environmental Policy Act on September 21, 2016, about which no comments were received; and

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

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

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

15.04.020 Definitions.

As used in this title:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Canopy” means a roof-like projection.

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

“City” means the city of Ilwaco, Washington.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Columbia River;
2. Wallicut River.

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

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

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

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

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

A moderate risk waste is not dangerous waste.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Group Home.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lot Measurements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nursing Home. See “Convalescent home.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Person" includes firms, corporations, associations and agents of persons.

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

"Planning commission" means the planning commission of the city of Ilwaco, Washington.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"RCW" means the Revised Code of Washington.

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

Recreational Vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Roadway” means pavement width plus any nonpaved shoulders.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sign, Flashing. "Flashing sign" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Urban growth area" means that area designated by the city's comprehensive plan as the city's urban growth area.

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

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

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

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

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

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

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

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

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

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

“View” means an unrestricted angle of vision.

“WAC” means Washington Administrative Code.

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

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

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

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

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

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

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

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

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

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

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

Vacation Rentals.

15.41.010 Purpose.

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

vacation rentals in all zoning districts.

15.41.020 General Standards.

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

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

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

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

15.41.030 Conditions.

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

- a. The number of available bedrooms shall be determined by the Fire Marshal as part of the annual fire safety inspection.
- b. All bedrooms must have means of egress.

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

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

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

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

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

- a. A copy of the property owner's business license.
- b. The vacation rental's maximum occupancy.

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

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

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

15.41.040 Violations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.46.040 Parking standards for specific activities.

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

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

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

Parking standards for specific activities are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. Compact Car Parking.

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

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

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

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

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, Treasurer

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

August 10, 2016

Sam Rubin
City Planner
City of Ilwaco
Post Office Box 548
Ilwaco, Washington 98624

Dear Mr. Rubin:

Thank you for sending the Washington State Department of Commerce (Commerce) the following materials as required under RCW 36.70A.106. Please keep this letter as documentation that you have met this procedural requirement.

City of Ilwaco - Proposed amendments to Title 15 of the Ilwaco Municipal Code regulating the siting and operation of vacation rentals in all zoning districts through creation of Chapter 15.41. These materials were received on August 10, 2016 and processed with the Material ID # 22706.

We have forwarded a copy of this notice to other state agencies.

If this submitted material is an adopted amendment, then please keep this letter as documentation that you have met the procedural requirement under RCW 36.70A.106.

If you have submitted this material as a draft amendment, then final adoption may occur no earlier than October 09, 2016. Please remember to submit the final adopted amendment to Commerce within ten (10) days of adoption.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call Dave Andersen (509) 434-4491.

Sincerely,

Review Team
Growth Management Services



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

A. BACKGROUND

1. **Name of proposed project, if applicable:** Vacation Rental Ordinance
2. **Name of applicant:** City of Ilwaco
3. **Address and phone number of applicant and contact person:** Sam Rubin, City Planner, c/o Cowlitz-Wahkiakum Council of Governments, Administration Annex, 207 Fourth Avenue North, Kelso, WA 98626-4195; 360.577.3041
4. **Date checklist prepared:** September 19, 2016
5. **Agency requesting checklist:** City of Ilwaco
6. **Proposed timing or schedule (including phasing, if applicable):** The Notice of Intent to adopt was submitted to the Department of Commerce on August 10, 2016. The 60-day public comment period expires October 9, 2016 and will go before City Council for adoption on October 10, 2016.
7. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.** No, there is no expansion or further activity proposed as part of this ordinance. Any future work would be reviewed and completed on an individual project level.
8. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.** None.
9. **Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.** Yes, as of September 19, 2016 there is one application for a conditional use permit for a vacation rental currently under review. The application, Matt Deniston, is seeking to locate a vacation rental in the R-1 residential zoning district located at 616 Lake St, Ilwaco, WA 98624. The project has been reviewed by the Ilwaco Planning Commission and will go before the Ilwaco City Council for final review. This project is vested under the current Ilwaco Municipal Code.
10. **List any government approvals or permits that will be needed for your proposal, if known.** The Ilwaco City Council will need to approve the adoption of the Vacation Rental ordinance. Although the state Department of Commerce does not have a formal approval role, the ordinance language is currently under the 60-day notice to Commerce pursuant to RCW 36.70A.106

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. This is a nonproject action that would regulate the siting and operation of Vacation Rentals within all zoning districts in Ilwaco. The proposed ordinance will be implemented city-wide.

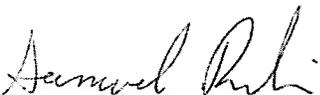
12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. Citywide

B. ENVIRONMENTAL ELEMENTS

This portion is not included as allowed by WAC 197-11-315(1)(e). The lead agency has determined that the questions in this section do not contribute meaningfully to the analysis of this nonproject proposal. As required, the supplemental nonproject information is included below.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Name: Sam Rubin, City Planner

City of Ilwaco

Date

Submitted: 09/19/16

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

- 1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?**
The ordinance will not, itself, result in increased discharges to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise.

Proposed measures to avoid or reduce such increases are: Any impacts to water or air or in terms of hazardous substances or noise that may occur as a result of projects permitted under this ordinance will be addressed in project-specific environmental analysis conducted prior to and in conjunction with any development.

- 2. How would the proposal be likely to affect plants, animals, fish, or marine life?**
The Vacation Rental Ordinance will not, itself, affect plants, animals, fish, or marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are: Any impacts to plants, animals, fish, or marine life that may occur as a result of projects developed under this ordinance will be addressed in project-specific environmental analysis conducted prior to and in conjunction with any development.

- 3. How would the proposal be likely to deplete energy or natural resources?** The adoption of the proposed Vacation Rental Ordinance will not, itself, deplete energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are: Any impacts to energy or natural resources that may occur as a result of projects developed under any future regulations that may result from regulatory review conducted during the moratorium period will be addressed in project-specific environmental analysis conducted prior to and in conjunction with development.

- 4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?** The Vacation Rental ordinance will not, itself, affect environmentally sensitive areas or areas such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands.

Proposed measures to protect such resources or to avoid or reduce impacts are: The Vacation Rental Ordinance covers all zoning districts within the City of Ilwaco. These areas are currently already under the jurisdiction of numerous measures intended to protect environmentally sensitive areas and resources including the Ilwaco Critical Area Ordinance and the Ilwaco Shoreline Management Ordinance. Any impacts to environmentally sensitive areas, including habitat, wetlands, or floodplains, or other such areas that may occur as a result of projects developed under any future regulations that

may result from regulatory review conducted during the moratorium period will be addressed in project-specific environmental analysis conducted prior to and in conjunction with development.

5. **How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?** The Vacation Rental ordinance relates directly to land use and the regulation of uses in all zoning districts. The Vacation Rental ordinance provides regulation on a use that is currently only permitted and regulated in one zoning district. The Ilwaco Comprehensive Plan acknowledges the seasonal economic activity that Ilwaco relies on and encourages new strategies to provide service and expand housing opportunities for visitors.

Proposed measures to avoid or reduce shoreline and land use impacts are: Any impacts to land or shorelines use that may occur as a result of projects developed under this ordinance will be addressed in project-specific environmental analysis conducted prior to and in conjunction with development.

6. **How would the proposal be likely to increase demands on transportation or public services and utilities?** The ordinance creates regulations on the siting and operation of vacation rentals in Ilwaco. The increase of vacation rentals in Ilwaco may The ordinance will not, itself, increase demands on transportation or public utilities.

Proposed measures to reduce or respond to such demand(s) are: Any impacts to transportation, public utilities, or public services that may occur as a result of projects developed under this ordinance will be addressed in project-specific environmental analysis conducted prior to and in conjunction with development.

7. **Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.** The ordinance will not conflict with local, state, or federal laws or requirements for environmental protection.

AFFIDAVIT OF PUBLICATION

I, Mathew Winters, being first duly sworn, depose and say that I am the Editor of the Chinook Observer, say that the

CHINOOK OBSERVER

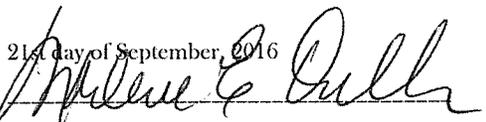
A weekly newspaper printed in the English language and published and circulated continuously as a weekly newspaper in the City of Long Beach, Pacific County, Washington, and established, published and circulated for more than six months prior to the date of the publication of the annexed notice; is a newspaper of general circulation in said city, county and state and that on April 27th, 1942, was approved as a legal newspaper by the Superior Court of said Pacific County, and that the annexed notice is a true copy of a

LEGAL NOTICE

As it was published in the regular and entire issue of said newspaper (and not in supplement form) **in 1 issue(s) Sept. 21, 2016** and that said newspaper was regularly distributed to its subscribers during all of said period.



Subscribed and sworn to before me this

21st day of September, 2016


Marlene E. Quillin

*Notary Public for the State of Washington,
residing in Ilwaco, Washington, in Pacific County.
My commission expires Dec. 20, 2019*

CITY OF ILWACO, NOTICE OF DETERMINATION OF NONSIGNIFICANCE

Adoption of City Ordinance regulating Vacation Rentals

Notice is hereby provided in accordance with WAC 197-11-510 that the City of Ilwaco has issued a Determination of Nonsignificance (DNS) on the following proposal: adoption of an ordinance establishing regulations for the siting and operation of vacation rentals in all zoning districts. Location: Citywide. Applicant: City of Ilwaco. The Responsible Official has determined that the proposal will not have significant impacts on the environment. An environmental impact statement will not be required. This decision was made after the review of a completed environmental checklist and other information on file with the City, which is available to the public on request. This DNS is issued under WAC 197-11-340. The public can comment on this DNS within 14 days by writing to: Sam Rubin, SEPA Responsible Official, c/o Cowlitz-Wahkiakum Council of Governments, Administration Annex 207 Fourth Ave. N, Kelso, WA 98616-4195 or srubin@cw cog.org. Comments must be received by 5pm on October 5, 2016. Appeals of this DNS must be filed in accordance with WAC 197-11-680.

Published September 21, 2016
Legal No. 260-16





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DETERMINATION OF NON-SIGNIFICANCE WAC 197-11-340

Description of proposal: Ordinance establishing regulations for the siting and operations of vacation rentals.

Proponent: City of Ilwaco (Sam Rubin, City Planner)

Location of proposal, including street address, if any: Citywide

Lead agency: City of Ilwaco

Responsible Official: Sam Rubin, City Planner

Address: c/o Cowlitz-Wahkiakum Council of Governments
Administration Annex, 207 Fourth Avenue North
Kelso, Washington 98626-4195

E-mail: srubin@cwccog.org

Phone: 360.577.3041

The Responsible Official for the City of Ilwaco hereby makes the following findings and conclusions based upon a review of the environmental checklist; other information on file with the City of Ilwaco and other public agencies; and the policies, plans, and regulations designated by the City of Ilwaco as a basis for the exercise of substantive authority under the Washington State Environmental Policy Act (SEPA) pursuant to Chapter 43.21C WAC.

Findings of Fact:

General. The proposal, an ordinance for the City of Ilwaco, will establish regulations for the siting and operations of vacation rentals in all zoning districts. Currently, the Ilwaco Municipal Code does not specifically provide any provisions or standards for 'vacation rentals'. Ilwaco sees a high volume of seasonal tourism; this ordinance would establish a process for legally operating a vacation rental within Ilwaco. The proposed ordinance has an emphasis on minimizing neighborhood impacts and integrating emergency preparedness.

Applicability of Part B. The Responsible Official considered whether Part B of the environmental checklist is applicable to this nonproject action and finds that it is reasonable and appropriate to exclude Part B, as allowed by WAC 197-11-315(1)(e). If not exempt, environmental review related to individual project actions (i.e. potential impacts of a vacation rental) will address the environmental elements included under Part B at the time those projects are being undertaken. Therefore, evaluation of individual elements of the environment is not included in this determination.

Part D. The Responsible Official finds that the nonproject analysis in Part D is adequate and appropriate in terms of environmental protection. As noted above, project-level review will occur with individual non-exempt developments.

Conclusion of the Responsible Official

The Responsible Official determines that this proposal does not have a probable significant adverse impact on the environment. An environmental impact statement is not required. This decision was made after review of a completed environmental checklist and other information on file with the lead agency, which is available to the public upon request.

This DNS is issued under WAC 197-11-340 (2); the lead agency will not act on this proposal for a least 14 days from the date below. Comments must be submitted by 5:00pm on October 5, 2016.

There is no administrative appeal opportunity for this determination. Appeals must be filed in accordance with WAC 197-11-680.

Date 9/21/2016 Signature 
Sam Rubin, SEPA Responsible Official

Published/posted/mailed: September 21, 2016
to: Washington State Department of Ecology, SEPA Register, separegister@ecy.wa.gov
(no additional circulation required)

October 17, 2016

To whom it may concern:

It is my pleasure to write a letter in support of the proposed 12-hole disc golf course on the Black Lake Trail. This opportunity would be beneficial to the town of Ilwaco, the citizens of the Long Beach Peninsula, and most importantly the youth in our community.

I first learned of this project through the Ocean Beach School District Superintendent Jenny Risner. Ms. Risner contacted me, wanting to know my thoughts and concerns about this proposed project that the City of Ilwaco Parks and Recreation department was working on. As a physical educator and coach at Ilwaco High School I am in full support of this project.

The lack of recreational activities for the citizens and youth of our community is a major problem. The disc golf project would help address this issue with minimal impact to the existing trail system around Black Lake and at almost no cost to the City of Ilwaco. The Black Lake trail system would be an outstanding location for this course. The 12-hole disc golf course would give people of all ages and skill levels the chance to be physically active while enjoying the outdoors and beautiful scenery of the area.

With the \$1200 design fee having already been donated by the Ilwaco Merchants Association and Ilwaco Saturday Market vendors it seems to be an easy decision for the City of Ilwaco to move forward with this project. Having a professional organization like Firefly Disc Golf onboard providing the design of the course and training for community leaders I am confident that you will choose to move forward with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Harrell". The signature is fluid and cursive, with a large initial "T" and "H".

Tim Harrell
Ilwaco High School Physical Education

City Clerk

From: jessikatantisook@gmail.com on behalf of Jessica Tantisook
<jessika@starvationalley.com>
Sent: Thursday, October 20, 2016 11:08 AM
To: City Clerk
Subject: Support for the Ilwaco Disc Golf Course

October 19, 2016

Dear Ilwaco City Council and Community,

Please support bringing a disc golf course to Ilwaco! As a resident, peninsula business owner and outdoor enthusiast, I know disc golf would be a great asset to our town. I've played my fair share of disc golf from Astoria and Anacortes to San Francisco and my alma mater in Ohio. I have found it a fun and active way to spend time with friends while traveling or entertaining guests locally.

In my experience, courses are diverse; some are well manicured (like traditional golf courses) and others very inconspicuous, seeming to blend in with the forest. In *all* my experience, the courses are peaceful and pleasant.

As a local, I care deeply about making sure that our wild spaces are respected and maintained - I think the best way to develop this over the long term is to find ways to get people outside to enjoy them. We have many lovely trails in Ilwaco and on the peninsula, and a disc golf course gives folks another option for low cost, outdoor activity making Ilwaco a more appealing place to live and visit.

If I can provide any further insight into my experience, please let me know. Thank you! Go Ilwaco!!

Jessika Tantisook
427 Lake Street Ilwaco, WA 98624

Jessika Tantisook
Founder & CEO, Starvation Alley SPC
p:615-426-2429 | w:starvationalley.com a: PO Box 567 Long Beach, WA 98631



Oct. 11, 2016

As I suspected, this sport sets up open fairways very like golf.

See <http://www.pdga.com/files/PDGA%20Course%20Design%20Guides%20March%202014.pdf>

This document talks about fairways that are 15 to 40 ft wide, and that ideal courses are a mix of open, grassy and narrow, forested fairways.

They occupy a lot of land:

http://www.pdga.com/files/AcreageChart_0.pdf

Here's a photo of a 'disc golf' fairway in trees, near Goldendale, WA

https://www.discgolfszene.com/courses/Brutal_Hill/Hole_5/48802

Use 'disc golf courses' as a search term and go to images, and you will see just how much this opens up the understory in forested areas. This basically turns native forest into parks with turf underneath.

Kathleen Sayce

Oct. 11, 2016

Yes, David can use my comments.

I don't know much about frisbee golf, except that it exists, but I do know that 'clearing some underbrush' can lead to wholesale clear cutting and removal of native shrubs. Black Lake is gorgeous right now because more than half its shoreline is in natural vegetation. The trail along it comes quite close to the water in several places. This proposal could easily result in much wider 'frisbee fairways' where there are now trails. The native shrubs would be gone.

The frisbee golf proposal sounds just right for a shore pine and spruce forest along the ocean. Many nonnative grasses already occupy those areas, so clearing out trees and shrubs would not impact significant habitat. The trees would temper the winds when blowing onshore. I propose there are other sites that are more appropriate for this use than the natural area around Black Lake.

Cheers,
Kathleen

Kathleen Sayce
Shoalwater Botanical
PO Box 91
Nahcotta WA 98637
360-665-5292
ksayce@willapabay.org

Oct. 11, 2016

Chris

Frank sent me your email about this. While it sounds fine to "take out small trees and underbrush" on recently logged land up above the lake, around the lake in the older forest, it sounds terrible. The city could see most of the shrubs removed on the frisbee paths, which would open those areas up to noxious weeds and other non-forest species. This sounds like something that is better done in a shore pine forest along the ocean than around Black Lake.

Kathleen