



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, December 12, 2016**

6:00 p.m. REGULAR COUNCIL MEETING

AGENDA

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

E. Consent Agenda

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

- 1. Approval of Minutes (TAB 1)
 - a. November 28, 2016 Regular Meeting
 - b. December 5, 2016 Special Meeting – 2017 Budget
- 2. Claims & Vouchers (TAB 2)
 - a. Checks: 39540 to 39545 + electronic payments \$21,737.36
 - b. Checks: 39546 to 39599 \$223,545.03
 - GRAND TOTAL: \$245,282.39

F. Reports

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

G. Comments of Citizens and Guests Present

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

agenda, please contact the city clerk for the council rules of procedure for agenda items.

H. Business

I. Discussion

1. **2016 Second Budget Amendment (TAB 9) - Cassinelli**
2. **Sole Source Resolution and 2017 Western Fireworks Display Contract (TAB 10) – Cassinelli**
3. **Vision MS Software Contract & Finance Agreement (TAB 11) – Cassinelli**
4. **Additional Scope of Work for Consultant Contract (TAB 12) - Cassinelli**

J. Correspondence and Written Reports

K. Future Discussion/Agendas

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

L. Adjournment

M. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	12/12/16	6:00 p.m.	Community Building
		Tuesday	12/27/16		
Planning Commission	Regular Meeting	Tuesday	1/03/17	6:00 p.m.	Community Building
Parks & Rec Commission	Regular Meeting	Tuesday	12/13/16	6:00 p.m.	Fire Hall



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, November 28, 2016**

A. Call to order

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

B. Flag Salute

1. The Pledge of Allegiance was recited.

C. Roll Call

1. Present: Councilmembers Jensen, Karnofski, Forner and Mayor Cassinelli
2. Absent: Councilmember Chambreau, Councilmember Marshall arrived at 6:05 p.m.

D. Approval of Agenda

1. **ACTION: Motion to approve the agenda as presented. (Karnofski/Jensen) 3 Ayes 0 Nays 0 Abstain.**

E. Consent Agenda

1. Including Checks 39500 to 39503 + Electronic payments totaling \$17,171.17, Checks: 39504 to 39539 totaling \$114,636.69 for a grand total of \$131,807.86.

ACTION: Motion to approve the consent agenda as written. (Forner/Jensen) 3 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

- i. Fire Chief Williams is working with an architect to rebuild the rotting south wall of the fire museum. Holiday lights are being finished at Black Lake.
- ii. Parks & Rec Chair Nick Haldeman reported that the shelter and bathroom will be arriving soon for the park.

2. Council Reports

- i. Councilmember Karnofski attended the last budget workshop. The Cape D triathlon has a new 2017 date of May 20th.
- ii. Councilmember Forner attended the last budget workshop.

3. Mayor's Report

- i. Mayor Cassinelli reported that we have a significant amount of storm water entering the sewer system due to recent heavy rainfall. Evergreen Rural Water will be coming to smoke the storm water system.
- ii. Mayor Cassinelli attended the last budget workshop. The Mayor and the Chief of Police both attended the Port of Ilwaco meeting and requested additional funding to support the additional police officer.

G. Comments of Citizens and Guests Present

1. Susan Carney gave an update for the Ilwaco Timberland Library. They offer free Wi-Fi from 6:00 a.m. to 12:00 p.m., a grant database search program, and free certification programs.

H. Public Hearing

1. Mayor Cassinelli closed the regular meeting at 6:12 p.m. and opened the Public Hearing for the 2017 Final Budget. No comments were received and the Public Hearing was closed at 6:12:31 p.m.
2. Mayor Cassinelli opened the Public Hearing for the Chapter 15 Amendment for Existing Preliminary Plats at 6:12:54 p.m. No comments were received and the Public Hearing was closed at 6:13 p.m.
3. Mayor Cassinelli opened the Public Hearing for the Capital Facilities at 6:13:53 p.m. No comments were received and the Public Hearing was closed at 6:15:09 p.m.
4. Regular meeting was reopened at 6:15:16.

I. Business

1. Deniston CUP Application

Councilmember Jensen requested additional information regarding the parking. City Planner Sam Rubin reported that the property meets the current regulations.

ACTION: Motion to approve the conditional use permit for short term vacation rental for Matt Deniston located at 616 Lake St, Ilwaco. (Karnofski/Marshall) 4 Ayes 0 Nays 0 Abstain

2. Ordinance Establishing 2017 Pay Table

ACTION: Motion to adopt the ordinance establishing the 2017 pay table (Marshall/Forner) 4 Ayes 0 Nays 0 Abstain

3. Resolution Amending Fee Schedule for 2017 Utility Rates & Connection Charges

ACTION: Motion to adopt the resolution amending the fee schedule for the 2017 sewer, water, and stormwater rates and connection charges. (Jensen/Forner) 4 Ayes 0 Nays 0 Abstain

4. Resolution Updating the Six-Year Capital Facilities Plan

ACTION: Motion to adopt the proposed resolution updating the Capital Facilities Plan for 2017 through 2022. (Forner/Karnofski) 4 Ayes 0 Nays 0 Abstain

5. Insurance Renewal

ACTION: Motion to authorize the mayor to renew the city's insurance coverage with CIAW for the annual renewal period beginning December 1, 2016 financed through IFPS, with broker services provided by Propel Insurance. (Jensen/Karnofski) 4 Ayes 0 Nays 0 Abstain

G. Discussion

1. Insurance Renewal

Mayor Cassinelli reported that the increase is approximately 3%. Councilmember Marshall suggested that it's a 5% increase. (Actual increase from \$73,651.59 to \$76,580.21 equals 3.82%).

ACTION: Motion to move to business at this meeting (Marshall/Jensen) 4 Ayes 0 Nays 0 Abstain

2. Ordinance Adopting the Budget for the City of Ilwaco

Councilmember Marshall expressed concern that the briefing material presented for council doesn't include the reserves. Mayor Cassinelli asked that reserve amounts be put into briefing documents.

ACTION: Move to business at the next meeting

H. 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
10. Ordinance updating building code references

K. Motion to adjourn the meeting (Jensen) Mayor Cassinelli adjourned the meeting at 6:32 p.m.

Mike Cassinelli, Mayor

Stephanie Stresing, Deputy City Clerk



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, December 5, 2016**

A. Call to Order

Mayor Cassinelli called the meeting to order at 8:30 a.m.

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

Absent: Councilmember Chambreau

C. Business

Mayor Cassinelli presented the proposed 2017 budget with reserves shown, and the general fund proforma. Council discussed the cost of the audit shown in 2017 and funding cost for the additional police officer. Councilmember Karnofski asked that we have a line item in Tourism shown for the City Park for possible signage. The line will reflect zero, but hold the place for ~~future revenue sources~~ expenditures expected to be planned in the future.

ACTION: Motion to adopt the proposed ordinance establishing the 2017 budget for the City of Ilwaco with inclusion of a line item for parks in the tourism fund of \$0.

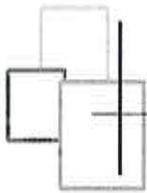
(Marshall/Karnofski) Roll Call Vote; Jensen Aye, Karnofski Aye, Marshall Aye, Chambreau Absent, Forner Aye.

D. Adjournment

Mayor Cassinelli adjourned the workshop at 8:47 a.m.

Mike Cassinelli, Mayor

Holly Beller, Treasurer



Register

Number	Name	Fiscal Description	Amount
<u>39540</u>	Brooks, Brian	2016 - December - First Meeting	\$1,097.66
<u>39541</u>	Fero, Jimmie W	2016 - December - First Meeting	\$1,443.87
<u>39542</u>	Pfeifer, Timothy J.	2016 - December - First Meeting	\$2,159.40
<u>39543</u>	Williams, Thomas R	2016 - December - First Meeting	\$978.24
<u>39544</u>	Payroll Vendor	2016 - December - First Meeting	\$0.00
<u>39545</u>	Benson, Austin	2016 - December - First Meeting	\$274.10
Beller, Holly Celeste	ACH Pay - 2074	2016 - December - First Meeting	\$1,419.90
Benson, Austin	ACH Pay - 2057	2016 - December - First Meeting	\$1,324.29
Budd, William	ACH Pay - 2075	2016 - December - First Meeting	\$1,062.48
Cassinelli, Michael	ACH Pay - 2060	2016 - December - First Meeting	\$423.70
Chambreau, Jon H.	ACH Pay - 2061	2016 - December - First Meeting	\$181.96
Forner, Gary	ACH Pay - 2063	2016 - December - First Meeting	\$399.60
Gray, Richard Roy	ACH Pay - 2064	2016 - December - First Meeting	\$1,669.46
Jensen, David	ACH Pay - 2065	2016 - December - First Meeting	\$181.96
Marshall, Fred	ACH Pay - 2066	2016 - December - First Meeting	\$181.96
Mc Kee, David A	ACH Pay - 2067	2016 - December - First Meeting	\$1,808.15
Mulinix, Vinessa	ACH Pay - 2068	2016 - December - First Meeting	\$180.76
Staples, Terri P	ACH Pay - 2070	2016 - December - First Meeting	\$270.58
Stresing, Stephanie M	ACH Pay - 2071	2016 - December - First Meeting	\$1,284.99
<u>EFT 12/5/16</u>	U.S. Treasury Department	2016 - December - First Meeting	\$5,394.30
			\$21,737.36

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.

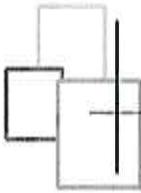
Treasurer

39540 through 39545 and electronic payments totalling \$21,737.36 are approved this 12th day of December, 2016.

Council member

Council member

Council member



Register

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

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>39546</u>	A & E Security Solutions, Inc.	12/12/2016	\$89.85
<u>39547</u>	A Sparkling Castle	12/12/2016	\$910.00
<u>39548</u>	Austin Benson	12/12/2016	\$98.00
<u>39549</u>	Baileys Saw Shop Inc.	12/12/2016	\$26.73
<u>39550</u>	Baxter & Flaming IND., INC.	12/12/2016	\$652.32
<u>39551</u>	Beach Batteries, Inc	12/12/2016	\$285.27
<u>39552</u>	Cartomation, Inc.	12/12/2016	\$466.00
<u>39553</u>	Chinook Observer	12/12/2016	\$407.75
<u>39554</u>	City of Ilwaco	12/12/2016	\$2,543.06
<u>39555</u>	City of Long Beach	12/12/2016	\$20,668.33
<u>39556</u>	Clatsop Power Equip Inc	12/12/2016	\$110.24
<u>39557</u>	Coast Garage Door Co.	12/12/2016	\$290.48
<u>39558</u>	CWCOG	12/12/2016	\$2,809.37
<u>39559</u>	CXT Incorporated	12/12/2016	\$69,818.31
<u>39560</u>	Day Wireless Systems, Inc	12/12/2016	\$58.37
<u>39561</u>	Dennis CO	12/12/2016	\$963.44
<u>39562</u>	Englund Marine Supply Inc	12/12/2016	\$1,348.52
<u>39563</u>	Evergreen Septic Inc.	12/12/2016	\$210.00
<u>39564</u>	Goulter Diamond Bar Ranch	12/12/2016	\$1,300.00
<u>39565</u>	HD Fowler Company	12/12/2016	\$2,948.27
<u>39566</u>	Heather Reynolds, Attorney	12/12/2016	\$54.00
<u>39567</u>	Home Depot Credit Services	12/12/2016	\$48.99
<u>39568</u>	IFOCUS Consulting Inc.	12/12/2016	\$820.00
<u>39569</u>	John Deere Financial	12/12/2016	\$1,088.71
<u>39570</u>	Koflo Corporation	12/12/2016	\$225.00
<u>39571</u>	Kris Kaino	12/12/2016	\$412.00
<u>39572</u>	Landscape Structures, Inc.	12/12/2016	\$50,634.33
<u>39573</u>	Lazerquick	12/12/2016	\$90.00
<u>39574</u>	LEAF	12/12/2016	\$140.96
<u>39575</u>	Nancy McAllister	12/12/2016	\$412.00
<u>39576</u>	Naselle Rock & Asphalt	12/12/2016	\$2,731.06
<u>39577</u>	Northstar Chemical, Inc.	12/12/2016	\$1,033.73

<u>39578</u>	Northwest Motor Service	12/12/2016	\$2,089.20
<u>39579</u>	Northwest Playground Equipment, Inc.	12/12/2016	\$45,144.95
<u>39580</u>	Oman & Son	12/12/2016	\$404.62
<u>39581</u>	One Call Concepts, Inc.	12/12/2016	\$7.17
<u>39582</u>	Pacific CO Health and Human Services	12/12/2016	\$83.82
<u>39583</u>	Peninsula Sanitation Service, Inc.	12/12/2016	\$395.80
<u>39584</u>	Port of Ilwaco	12/12/2016	\$1,913.15
<u>39585</u>	Purchase Power	12/12/2016	\$52.36
<u>39586</u>	Ryan Herco Flow Solutions	12/12/2016	\$470.34
<u>39587</u>	Sid's IGA	12/12/2016	\$505.94
<u>39588</u>	Sunset Auto Parts Inc.	12/12/2016	\$136.09
<u>39589</u>	Timothy J. Pfeifer	12/12/2016	\$70.20
<u>39590</u>	U.S. Bank Equipment Finance	12/12/2016	\$200.13
<u>39591</u>	United States Plastic Corporation	12/12/2016	\$707.66
<u>39592</u>	Verizon Wireless	12/12/2016	\$116.14
<u>39593</u>	Visa	12/12/2016	\$2,097.98
<u>39594</u>	Vision Municipal Solutions, Lic	12/12/2016	\$432.58
<u>39595</u>	WA State Dept. Natural Resources	12/12/2016	\$236.43
<u>39596</u>	WA State Dept. of Ecology	12/12/2016	\$600.00
<u>39597</u>	Wadsworth Electric	12/12/2016	\$2,748.76
<u>39598</u>	Wilcox & Flegel Oil Co.	12/12/2016	\$1,024.62
<u>39599</u>	William R. Penoyar, Attorney at Law	12/12/2016	\$412.00

Total	\$223,545.03
Total	\$223,545.03
Grand Total	\$223,545.03

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.

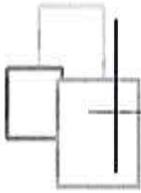
Treasurer

39546 through 39599 totalling \$223,545.03 are approved this 12th day of December, 2016.

Council member

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A & E Security Solutions, Inc.					
	39546			2016 - December - First Meeting	
		Invoice - 12/6/2016 4:14:23 PM			
			146885		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$17.97
			001-000-000-522-10-31-00	Office & Operating Supplies	\$17.97
			101-000-000-543-30-30-00	Office And Operating	\$17.97
			401-000-000-534-00-31-00	Operation & Maintenance	\$17.97
			409-000-000-535-00-31-01	Operations And Maintenance	\$17.97
		Total Invoice - 12/6/2016 4:14:23 PM			\$89.85
	Total 39546				\$89.85
Total A & E Security Solutions, Inc. \$89.85					
A Sparkling Castle					
	39547			2016 - December - First Meeting	
		Invoice - 12/7/2016 4:48:31 PM			
			November		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$80.00
			001-000-000-522-10-31-01	Training/Attendance	\$40.00
			001-000-000-572-50-41-00	Custodian Library	\$335.00
		Total Invoice - 12/7/2016 4:48:31 PM			\$455.00
		Invoice - 12/7/2016 4:48:47 PM			
			December		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$80.00
			001-000-000-522-10-31-01	Training/Attendance	\$40.00
			001-000-000-572-50-41-00	Custodian Library	\$335.00
		Total Invoice - 12/7/2016 4:48:47 PM			\$455.00
	Total 39547				\$910.00
Total A Sparkling Castle \$910.00					
Austin Benson					
	39548			2016 - December - First Meeting	
		Invoice - 12/6/2016 4:47:27 PM			
			WTP Operator 1 Exam Reimbursement		
			401-000-000-534-00-31-00	Operation & Maintenance	\$98.00
		Total Invoice - 12/6/2016 4:47:27 PM			\$98.00
	Total 39548				\$98.00
Total Austin Benson \$98.00					
Baileys Saw Shop Inc.					

39549 2016 - December - First Meeting
 Invoice - 12/6/2016 2:35:11 PM
 1042114
 101-000-000-543-30-02 Small Tools & Equipment \$26.73
 Total Invoice - 12/6/2016 2:35:11 PM \$26.73
 Total 39549 \$26.73
 Total Baileys Saw Shop Inc. \$26.73
 Baxter & Flaming IND., INC.

39550 2016 - December - First Meeting
 Invoice - 12/8/2016 1:56:55 PM
 16-2318
 001-000-000-522-50-48-00 Repair & Maintenance \$652.32
 Total Invoice - 12/8/2016 1:56:55 PM \$652.32
 Total 39550 \$652.32
 Total Baxter & Flaming IND., INC. \$652.32
 Beach Batteries, Inc

39551 2016 - December - First Meeting
 Invoice - 12/8/2016 1:58:04 PM
 November Statement
 001-000-000-514-20-48-00 Repairs & Maintenance \$57.05
 101-000-000-542-30-35-00 Roadway Equipment \$57.05
 401-000-000-534-00-48-00 Vehicle Repairs/Maintenance \$57.05
 408-000-000-531-38-31-01 Operations & Maintenance \$57.06
 409-000-000-594-35-64-01 Machinery & Equipment \$57.06
 Total Invoice - 12/8/2016 1:58:04 PM \$285.27
 Total 39551 \$285.27
 Total Beach Batteries, Inc \$285.27
 Cartomation, Inc.

39552 2016 - December - First Meeting
 Invoice - 12/7/2016 4:52:20 PM
 December
 001-000-000-557-20-41-00 Ilwaco Web Page \$50.00
 GIS map storage
 409-000-000-535-00-41-02 Professional Services - Computer \$416.00
 GIS wastewater mapping services contract
 Total Invoice - 12/7/2016 4:52:20 PM \$466.00
 Total 39552 \$466.00
 Total Cartomation, Inc. \$466.00
 Chinook Observer

39553 2016 - December - First Meeting
 Invoice - 12/6/2016 1:49:23 PM
 November Statement
 001-000-000-511-30-44-00 Official Publications \$407.75
 Total Invoice - 12/6/2016 1:49:23 PM \$407.75
 Total 39553 \$407.75
 Total Chinook Observer \$407.75

City of Ilwaco

39554

2016 - December - First Meeting

Invoice - 12/6/2016 4:58:02 PM

November Statement

001-000-000-511-60-47-02	City Sewer - Museum	\$41.87
001-000-000-514-20-47-02	Water - City Hall	\$52.59
001-000-000-514-20-47-03	Sewer - City Hall	\$77.99
001-000-000-514-20-47-04	Storm Drainage	\$25.11
001-000-000-522-50-47-01	Water	\$177.23
001-000-000-522-50-47-02	Sewer	\$227.76
001-000-000-522-50-47-03	Storm Drainage	\$70.47
001-000-000-572-50-47-01	City Water	\$180.94
001-000-000-572-50-47-02	City Sewer	\$235.07
001-000-000-572-50-47-03	Storm Drainage	\$10.99
001-000-000-576-80-47-01	Water-Parks, Sprinklers,Blk Lake	\$215.84
001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$89.42
001-000-000-576-80-47-03	Storm Drainage	\$32.98
409-000-000-535-00-47-02	Water	\$480.05
409-000-000-535-00-47-03	Sewer	\$591.77
409-000-000-535-00-47-05	Storm Drainage	\$32.98

Total Invoice - 12/6/2016 4:58:02 PM \$2,543.06

Total 39554 \$2,543.06

Total City of Ilwaco

City of Long Beach

39555

2016 - December - First Meeting

Invoice - 12/6/2016 2:14:20 PM

November Statement

001-000-000-514-20-41-00	Professional Services	\$420.00
101-000-000-542-30-10-00	Salaries & Wages	\$420.00
401-000-000-534-00-41-00	Professional Services	\$420.00
408-000-000-531-38-10-00	Salaries & Wages	\$420.00
409-000-000-535-00-41-05	Professional Services	\$420.00

Total Invoice - 12/6/2016 2:14:20 PM \$2,100.00

Invoice - 12/7/2016 4:55:05 PM

Police Services

001-000-000-521-10-50-00	Law Enforcement Contract	\$18,568.33
--------------------------	--------------------------	-------------

Total Invoice - 12/7/2016 4:55:05 PM \$18,568.33

Total 39555 \$20,668.33

Total City of Long Beach

Clatsop Power Equip Inc

39556

2016 - December - First Meeting

Invoice - 12/7/2016 12:07:37 PM

162223

001-000-000-522-10-35-00	Small Tools & Equipment	\$110.24
--------------------------	-------------------------	----------

Total Invoice - 12/7/2016 12:07:37 PM \$110.24

Total 39556 \$110.24

Total Clatsop Power Equip Inc				\$110.24
Coast Garage Door Co.				
39557		2016 - December - First Meeting		
	Invoice - 12/7/2016 11:37:13 AM			
	19391			
	401-000-000-534-00-31-00	Operation & Maintenance		\$290.48
	Total Invoice - 12/7/2016 11:37:13 AM			\$290.48
Total 39557				\$290.48
Total Coast Garage Door Co.				\$290.48
CWCOG				
39558		2016 - December - First Meeting		
	Invoice - 12/7/2016 4:27:06 PM			
	2016-185			
	001-000-000-558-60-41-00	Planner Services		\$2,809.37
	Total Invoice - 12/7/2016 4:27:06 PM			\$2,809.37
Total 39558				\$2,809.37
Total CWCOG				\$2,809.37
CXT Incorporated				
39559		2016 - December - First Meeting		
	Invoice - 12/7/2016 4:25:32 PM			
	7520			
	001-000-000-576-80-49-02	Ilwaco Park From Donations		\$69,818.31
	Total Invoice - 12/7/2016 4:25:32 PM			\$69,818.31
Total 39559				\$69,818.31
Total CXT Incorporated				\$69,818.31
Day Wireless Systems, Inc				
39560		2016 - December - First Meeting		
	Invoice - 12/8/2016 2:06:07 PM			
	424064			
	001-000-000-522-10-35-00	Small Tools & Equipment		\$58.37
	Total Invoice - 12/8/2016 2:06:07 PM			\$58.37
Total 39560				\$58.37
Total Day Wireless Systems, Inc				\$58.37
Dennis CO				
39561		2016 - December - First Meeting		
	Invoice - 12/6/2016 5:34:29 PM			
	November Statement			
	001-000-000-594-14-62-00	Governmental Facility		\$67.64
	101-000-000-543-30-30-00	Office And Operating		\$562.15
	401-000-000-534-00-31-00	Operation & Maintenance		\$79.46
	409-000-000-535-00-31-01	Operations And Maintenance		\$164.15
	409-000-000-594-64-35-04	Add'l Machinery & Equipment		\$90.04
	Total Invoice - 12/6/2016 5:34:29 PM			\$963.44
Total 39561				\$963.44
Total Dennis CO				\$963.44
Englund Marine Supply Inc				

39562

2016 - December - First Meeting

Invoice - 12/7/2016 10:14:10 AM

November Statement

101-000-000-543-30-30-00	Office And Operating	\$2.03
401-000-000-534-00-31-00	Operation & Maintenance	\$1,036.92
409-000-000-535-00-31-01	Operations And Maintenance	\$303.39
409-000-000-594-35-63-00	Sewer Line Replace/repair	\$6.18

Total Invoice - 12/7/2016 10:14:10 AM \$1,348.52

Total 39562

\$1,348.52

Total Englund Marine Supply Inc

\$1,348.52

Evergreen Septic Inc.

39563

2016 - December - First Meeting

Invoice - 12/6/2016 3:51:10 PM

20143

001-000-000-576-80-48-00	Repairs & Maintenance	\$210.00
--------------------------	-----------------------	----------

Total Invoice - 12/6/2016 3:51:10 PM \$210.00

Total 39563

\$210.00

Total Evergreen Septic Inc.

\$210.00

Goulter Diamond Bar Ranch

39564

2016 - December - First Meeting

Invoice - 12/7/2016 4:52:34 PM

December

409-000-000-535-00-45-00	Spray Sludge Disposal Site sludge site	\$1,300.00
--------------------------	---	------------

Total Invoice - 12/7/2016 4:52:34 PM \$1,300.00

Total 39564

\$1,300.00

Total Goulter Diamond Bar Ranch

\$1,300.00

HD Fowler Company

39565

2016 - December - First Meeting

Invoice - 12/7/2016 12:08:53 PM

I4373766

001-000-000-576-80-49-02	Ilwaco Park From Donations	\$2,948.27
--------------------------	----------------------------	------------

Total Invoice - 12/7/2016 12:08:53 PM \$2,948.27

Total 39565

\$2,948.27

Total HD Fowler Company

\$2,948.27

Heather Reynolds, Attorney

39566

2016 - December - First Meeting

Invoice - 12/6/2016 3:50:36 PM

December Statement

001-000-000-515-30-41-00	Legal Services	\$54.00
--------------------------	----------------	---------

Total Invoice - 12/6/2016 3:50:36 PM \$54.00

Total 39566

\$54.00

Total Heather Reynolds, Attorney

\$54.00

Home Depot Credit Services

39567

2016 - December - First Meeting

Invoice - 12/7/2016 9:37:50 AM

	November Statement		
	409-000-000-535-00-35-00	Small Tools	\$48.99
	Total Invoice - 12/7/2016 9:37:50 AM		\$48.99
Total 39567			\$48.99
Total Home Depot Credit Services			\$48.99
IFOCUS Consulting Inc.			

39568

2016 - December - First Meeting

	Invoice - 12/6/2016 2:00:34 PM		
	10334		
	001-000-000-514-20-41-00	Professional Services	\$210.00
	Total Invoice - 12/6/2016 2:00:34 PM		\$210.00

	Invoice - 12/6/2016 5:13:57 PM		
	10298		
	001-000-000-514-20-41-00	Professional Services	\$36.66
	401-000-000-534-00-41-04	Professional Services - Computer	\$36.67
	409-000-000-535-00-41-02	Professional Services - Computer	\$36.67
	Total Invoice - 12/6/2016 5:13:57 PM		\$110.00

	Invoice - 12/6/2016 5:14:17 PM		
	10317		
	001-000-000-514-20-41-00	Professional Services	\$166.66
	401-000-000-534-00-41-04	Professional Services - Computer	\$166.67
	409-000-000-535-00-41-02	Professional Services - Computer	\$166.67
	Total Invoice - 12/6/2016 5:14:17 PM		\$500.00

Total 39568

\$820.00

Total IFOCUS Consulting Inc.

\$820.00

John Deere Financial

39569

2016 - December - First Meeting

	Invoice - 12/7/2016 12:05:38 PM		
	November Statement		
	001-000-000-591-48-71-01	John Deer Mower 8157-96 - Prin	\$1,063.98
	001-000-000-592-48-83-00	John Deer Mower 8157-96 -	\$24.73
	Total Invoice - 12/7/2016 12:05:38 PM		\$1,088.71

Total 39569

\$1,088.71

Total John Deere Financial

\$1,088.71

Koflo Corporation

39570

2016 - December - First Meeting

	Invoice - 12/6/2016 5:01:52 PM		
	401-000-000-534-00-31-00	Operation & Maintenance	\$225.00
	Total Invoice - 12/6/2016 5:01:52 PM		\$225.00

Total 39570

\$225.00

Total Koflo Corporation

\$225.00

Kris Kaino

39571

2016 - December - First Meeting

	Invoice - 12/7/2016 4:52:44 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Total Invoice - 12/7/2016 4:52:44 PM		\$412.00

Total 39571			\$412.00
Total Kris Kaino			\$412.00
Landscape Structures, Inc.			
39572	2016 - December - First Meeting		
	Invoice - 12/6/2016 4:28:53 PM		
	038169		
	001-000-000-576-80-49-02	Ilwaco Park From Donations	\$50,634.33
	Total Invoice - 12/6/2016 4:28:53 PM		\$50,634.33
Total 39572			\$50,634.33
Total Landscape Structures, Inc.			\$50,634.33
Lazerquick			
39573	2016 - December - First Meeting		
	Invoice - 12/6/2016 4:25:14 PM		
	24032		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$90.00
	Total Invoice - 12/6/2016 4:25:14 PM		\$90.00
Total 39573			\$90.00
Total Lazerquick			\$90.00
LEAF			
39574	2016 - December - First Meeting		
	Invoice - 12/6/2016 2:41:34 PM		
	6962059		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$23.96
	001-000-000-522-10-31-00	Office & Operating Supplies	\$22.55
	101-000-000-543-30-30-00	Office And Operating	\$23.96
	401-000-000-534-00-31-00	Operation & Maintenance	\$23.96
	408-000-000-531-38-31-01	Operations & Maintenance	\$22.55
	409-000-000-535-00-31-01	Operations And Maintenance	\$23.98
	Total Invoice - 12/6/2016 2:41:34 PM		\$140.96
Total 39574			\$140.96
Total LEAF			\$140.96
Nancy McAllister			
39575	2016 - December - First Meeting		
	Invoice - 12/7/2016 4:53:07 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
		Court services	
	Total Invoice - 12/7/2016 4:53:07 PM		\$412.00
Total 39575			\$412.00
Total Nancy McAllister			\$412.00
Naselle Rock & Asphalt			
39576	2016 - December - First Meeting		
	Invoice - 12/7/2016 10:31:13 AM		
	27350		
	001-000-000-576-80-49-02	Ilwaco Park From Donations	\$2,731.06
	Total Invoice - 12/7/2016 10:31:13 AM		\$2,731.06
Total 39576			\$2,731.06

Total Naselle Rock & Asphalt				\$2,731.06
Northstar Chemical, Inc.				
39577		2016 - December - First Meeting		
	Invoice - 12/6/2016 2:12:47 PM			
	95222			
	401-000-000-534-00-31-01	Chemicals		\$1,033.73
	Total Invoice - 12/6/2016 2:12:47 PM			\$1,033.73
Total 39577				\$1,033.73
Total Northstar Chemical, Inc.				\$1,033.73
Northwest Motor Service				
39578		2016 - December - First Meeting		
	Invoice - 12/6/2016 2:06:56 PM			
	SI2802			
	409-000-000-594-35-64-01	Machinery & Equipment		\$1,110.29
	Total Invoice - 12/6/2016 2:06:56 PM			\$1,110.29
	Invoice - 12/6/2016 2:10:01 PM			
	SI2809			
	409-000-000-594-35-64-01	Machinery & Equipment		\$978.91
	Total Invoice - 12/6/2016 2:10:01 PM			\$978.91
Total 39578				\$2,089.20
Total Northwest Motor Service				\$2,089.20
Northwest Playground Equipment, Inc.				
39579		2016 - December - First Meeting		
	Invoice - 12/6/2016 4:35:40 PM			
	40428			
	001-000-000-576-80-49-02	Ilwaco Park From Donations		\$45,144.95
	Total Invoice - 12/6/2016 4:35:40 PM			\$45,144.95
Total 39579				\$45,144.95
Total Northwest Playground Equipment, Inc.				\$45,144.95
Oman & Son				
39580		2016 - December - First Meeting		
	Invoice - 12/7/2016 9:53:26 AM			
	November Statement			
	101-000-000-543-30-30-02	Small Tools & Equipment		\$49.10
	401-000-000-534-00-31-00	Operation & Maintenance		\$353.05
	409-000-000-535-00-31-01	Operations And Maintenance		\$2.47
	Total Invoice - 12/7/2016 9:53:26 AM			\$404.62
Total 39580				\$404.62
Total Oman & Son				\$404.62
One Call Concepts, Inc.				
39581		2016 - December - First Meeting		
	Invoice - 12/7/2016 2:43:48 PM			
	6119071			
	101-000-000-543-30-30-00	Office And Operating		\$2.39
	401-000-000-534-00-31-00	Operation & Maintenance		\$2.39
	409-000-000-535-00-31-01	Operations And Maintenance		\$2.39

	Total Invoice - 12/7/2016 2:43:48 PM	\$7.17
Total 39581		\$7.17
Total One Call Concepts, Inc.		\$7.17
Pacific CO Health and Human Services		
39582	2016 - December - First Meeting	
	Invoice - 12/7/2016 11:44:52 AM	
	3rd Qtr liquor profits	
	001-000-000-566-00-51-00	Alcohol Program 2%
		\$83.82
	Total Invoice - 12/7/2016 11:44:52 AM	\$83.82
Total 39582		\$83.82
Total Pacific CO Health and Human Services		\$83.82
Peninsula Sanitation Service, Inc.		
39583	2016 - December - First Meeting	
	Invoice - 12/7/2016 10:38:00 AM	
	303576/303522	
	001-000-000-514-20-47-01	Garbage Bills
		\$290.02
	409-000-000-535-00-47-04	Garbage Services
		\$105.78
	Total Invoice - 12/7/2016 10:38:00 AM	\$395.80
Total 39583		\$395.80
Total Peninsula Sanitation Service, Inc.		\$395.80
Port of Ilwaco		
39584	2016 - December - First Meeting	
	Invoice - 12/7/2016 2:49:43 PM	
	103635/103636	
	001-000-000-575-50-40-01	Community Bldg Other-Mntc
		\$67.50
		Sept Comm Building
	001-000-000-575-50-40-01	Community Bldg Other-Mntc
		\$148.50
		Aug Comm Building
	001-000-000-575-50-40-01	Community Bldg Other-Mntc
		\$151.20
		July Comm Building
	001-000-000-575-50-40-01	Community Bldg Other-Mntc
		\$37.80
		Oct Comm Building
	001-000-000-575-50-40-01	Community Bldg Other-Mntc
		\$222.75
		Nov Comm Building
	001-000-000-576-80-31-00	Office & Operating Supplies
		\$413.70
		Aug Street & Planter Maint
	001-000-000-576-80-31-00	Office & Operating Supplies
		\$102.00
		Oct Street & Planter Maint
	001-000-000-576-80-31-00	Office & Operating Supplies
		\$108.00
		Nov Street & Planter Maint
	001-000-000-576-80-31-00	Office & Operating Supplies
		\$280.72
		Sept Street & Planter Maint
	001-000-000-576-80-31-00	Office & Operating Supplies
		\$380.98
		July Street & Planter Maint
	Total Invoice - 12/7/2016 2:49:43 PM	\$1,913.15
Total 39584		\$1,913.15

Total Port of Ilwaco				\$1,913.15
Purchase Power				
39585			2016 - December - First Meeting	
	Invoice - 12/7/2016 12:02:39 PM			
	November Statement			
	001-000-000-511-60-49-00	Miscellaneous		\$52.36
	Total Invoice - 12/7/2016 12:02:39 PM			\$52.36
	Total 39585			\$52.36
Total Purchase Power				\$52.36
Ryan Herco Flow Solutions				
39586			2016 - December - First Meeting	
	Invoice - 12/6/2016 4:14:53 PM			
	November Statement			
	401-000-000-534-00-31-00	Operation & Maintenance		\$470.34
	Total Invoice - 12/6/2016 4:14:53 PM			\$470.34
	Total 39586			\$470.34
Total Ryan Herco Flow Solutions				\$470.34
Sid's IGA				
39587			2016 - December - First Meeting	
	Invoice - 12/7/2016 9:43:51 AM			
	November Statement			
	001-000-000-511-60-49-00	Miscellaneous		\$142.35
	101-000-000-543-30-30-00	Office And Operating		\$85.42
	408-000-000-531-38-31-01	Operations & Maintenance		\$113.88
	409-000-000-535-00-31-01	Operations And Maintenance		\$107.34
	409-000-000-535-00-31-01	Operations And Maintenance		\$56.95
	Total Invoice - 12/7/2016 9:43:51 AM			\$505.94
	Total 39587			\$505.94
Total Sid's IGA				\$505.94
Sunset Auto Parts Inc.				
39588			2016 - December - First Meeting	
	Invoice - 12/7/2016 10:32:49 AM			
	November Statement			
	001-000-000-514-20-35-00	Small Tools & Equipment		\$23.42
	001-000-000-576-80-49-02	Ilwaco Park From Donations		\$27.09
	101-000-000-543-30-30-02	Small Tools & Equipment		\$20.15
	409-000-000-535-00-35-00	Small Tools		\$65.43
	Total Invoice - 12/7/2016 10:32:49 AM			\$136.09
	Total 39588			\$136.09
Total Sunset Auto Parts Inc.				\$136.09
Timothy J. Pfeifer				
39589			2016 - December - First Meeting	
	Invoice - 12/6/2016 5:05:32 PM			
	Travel to Longview for Pump Pick Up			
	409-000-000-535-00-43-01	Travel/meals & Lodging		\$70.20
	Total Invoice - 12/6/2016 5:05:32 PM			\$70.20

Total 39589			\$70.20
Total Timothy J. Pfeifer			\$70.20
U.S. Bank Equipment Finance			
39590		2016 - December - First Meeting	
	Invoice - 12/6/2016 2:38:39 PM		
	318316171		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$40.02
	101-000-000-543-30-30-00	Office And Operating	\$40.03
	401-000-000-534-00-31-06	Office & Customer Service	\$40.03
	408-000-000-531-38-31-01	Operations & Maintenance	\$40.03
	409-000-000-535-00-31-08	Office Supplies & Customer	\$40.02
	Total Invoice - 12/6/2016 2:38:39 PM		\$200.13
Total 39590			\$200.13
Total U.S. Bank Equipment Finance			\$200.13
United States Plastic Corporation			
39591		2016 - December - First Meeting	
	Invoice - 12/7/2016 2:39:03 PM		
	November Statement		
	401-000-000-534-00-31-01	Chemicals	\$707.66
	Total Invoice - 12/7/2016 2:39:03 PM		\$707.66
Total 39591			\$707.66
Total United States Plastic Corporation			\$707.66
Verizon Wireless			
39592		2016 - December - First Meeting	
	Invoice - 12/7/2016 11:16:00 AM		
	9775639764		
	401-000-000-534-00-42-00	Communications	\$116.14
	Total Invoice - 12/7/2016 11:16:00 AM		\$116.14
Total 39592			\$116.14
Total Verizon Wireless			\$116.14
Visa			
39593		2016 - December - First Meeting	
	Invoice - 12/8/2016 2:41:28 PM		
	3028		
	001-000-000-511-60-49-00	Miscellaneous	\$42.99
		MyGoToPC Charges	
	001-000-000-514-20-31-00	Office & Operating Supplies	\$19.56
	001-000-000-522-10-31-00	Office & Operating Supplies	\$19.56
	001-000-000-576-80-31-00	Office & Operating Supplies	\$19.56
	101-000-000-543-30-30-00	Office And Operating	\$19.56
	401-000-000-534-00-31-06	Office & Customer Service	\$19.56
	408-000-000-531-38-31-01	Operations & Maintenance	\$19.56
	409-000-000-535-00-31-01	Operations And Maintenance	\$19.56
	Total Invoice - 12/8/2016 2:41:28 PM		\$179.91
	Invoice - 12/8/2016 2:54:10 PM		
	8662		

	401-000-000-534-00-40-00	Safety	\$399.99
Total Invoice - 12/8/2016 2:54:10 PM			\$399.99
Invoice - 12/8/2016 2:56:12 PM	7889		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$71.79
	001-000-000-522-10-31-00	Office & Operating Supplies	\$71.79
	001-000-000-576-80-31-00	Office & Operating Supplies	\$71.80
	101-000-000-543-30-30-00	Office And Operating	\$71.80
	104-000-000-557-30-40-03	Miscellaneous	\$966.67
	401-000-000-534-00-31-00	Operation & Maintenance	\$48.83
	401-000-000-534-00-31-06	Office & Customer Service	\$71.80
	408-000-000-531-38-31-01	Operations & Maintenance	\$71.80
	409-000-000-535-00-31-01	Operations And Maintenance	\$71.80
Total Invoice - 12/8/2016 2:56:12 PM			\$1,518.08
Total 39593			\$2,097.98
Total Visa			\$2,097.98
Vision Municipal Solutions, Llc			
39594		2016 - December - First Meeting	
Invoice - 12/6/2016 4:36:12 PM	3904		
	401-000-000-534-00-31-06	Office & Customer Service	\$144.19
	408-000-000-531-38-31-01	Operations & Maintenance	\$144.19
	409-000-000-535-00-31-08	Office Supplies & Customer	\$144.20
Total Invoice - 12/6/2016 4:36:12 PM			\$432.58
Total 39594			\$432.58
Total Vision Municipal Solutions, Llc			\$432.58
WA State Dept. Natural Resources			
39595		2016 - December - First Meeting	
Invoice - 12/8/2016 3:12:13 PM	9115350		
	401-000-000-534-00-31-00	Operation & Maintenance	\$236.43
Total Invoice - 12/8/2016 3:12:13 PM			\$236.43
Total 39595			\$236.43
Total WA State Dept. Natural Resources			\$236.43
WA State Dept. of Ecology			
39596		2016 - December - First Meeting	
Invoice - 12/7/2016 4:20:06 PM	NR17219001		
	409-000-000-535-00-41-05	Professional Services	\$600.00
Total Invoice - 12/7/2016 4:20:06 PM			\$600.00
Total 39596			\$600.00
Total WA State Dept. of Ecology			\$600.00
Wadsworth Electric			
39597		2016 - December - First Meeting	
Invoice - 12/7/2016 10:55:17 AM	November Statement		

	409-000-000-535-00-41-01	Professional Services - Electrician	\$2,748.76
	Total Invoice - 12/7/2016 10:55:17 AM		\$2,748.76
Total 39597			\$2,748.76
Total Wadsworth Electric			\$2,748.76
Wilcox & Flegel Oil Co.			
39598			

2016 - December - First Meeting

	Invoice - 12/7/2016 10:51:23 AM		
	CL49758		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$231.48
	101-000-000-543-30-30-01	Gasoline & Oil Products	\$231.48
	401-000-000-534-00-32-00	Gasoline	\$251.95
	408-000-000-531-38-32-00	Gas/Oil Products	\$231.48
	409-000-000-535-00-32-00	Gas/oil Products	\$78.23

Total Invoice - 12/7/2016 10:51:23 AM **\$1,024.62**

Total 39598			\$1,024.62
Total Wilcox & Flegel Oil Co.			\$1,024.62
William R. Penoyar, Attorney at Law			
39599			

2016 - December - First Meeting

	Invoice - 12/7/2016 4:53:18 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00

Total Invoice - 12/7/2016 4:53:18 PM **\$412.00**

Total 39599			\$412.00
Total William R. Penoyar, Attorney at Law			\$412.00
Grand	Vendor Count	54	\$223,545.03

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

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

12-01-16

Page 1 of 3

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for November 2016

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

Long Beach

620 Total Incidents

Aid Call Assists: 2

Alarms: 8

Animal Complaints: 5

Assaults: 8

Assists: 89

(Includes 11 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 1

Disturbance: 19

Drug Inv.: 6

Fire Call Assists: 4

Follow Up: 117

Found/Lost Property: 8

Harassment: 3

Malicious Mischief: 3

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 1

Prowler: 1

Runaway: 1

Security Checks: 231

Suspicious: 24

Thefts: 10

Traffic Accidents: 6

Traffic Complaints: 16

Traffic Tickets: 7

Traffic Warnings: 22

Trespass: 4

Warrant Contacts: 8

Welfare Checks: 16

Ilwaco

453 Total Incidents

Aid Call Assists: 1

Alarms: 2

Animal Complaints: 2

Assaults: 5

Assists: 47

Burglaries: 3

Disturbance: 5

Drug Inv.: 4

Fire Call Assists: 0

Follow Up: 68

Found/Lost Property: 1

Harassment: 0

Malicious Mischief: 3

MIP – Alcohol: 1

MIP – Tobacco: 0

Missing Persons: 0

Prowler: 3

Runaway: 0

Security Checks: 257

Suspicious: 11

Thefts: 5

Traffic Accidents: 1

Traffic Complaints: 8

Traffic Tickets: 1

Traffic Warnings: 14

Trespass: 6

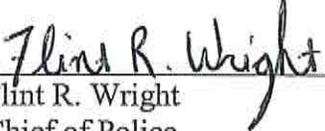
Warrant Contacts: 1

Welfare Checks: 4

On November 9th Loretta attended training for the National Instant Criminal Background Check System put on by the Washington State Patrol. This training is for conducting background checks for officers and for citizens purchasing firearms.

Loretta and Officer Don Tardif represented the Long Beach Police Department at the Well Spring Town Hall event on the 10th. The department had an information table and handed out pens and sticker badges.

On the 23rd I received a thankyou letter from Sheriff Scott Johnson thanking the department for assisting with the homicide case they had up by Loomis Lake State Park on November 12th. One of the nice things about working in this area is that local law enforcement really does work well together. A copy of the letter is attached.



Flint R. Wright
Chief of Police



PACIFIC COUNTY SHERIFF'S OFFICE

Sheriff Scott L. Johnson

300 Memorial Drive, P.O. Box 27, South Bend, WA 98586 | Phone 360.875.9395 | Fax 360.875.9393

November 17, 2016

Chief Flint Wright
Long Beach Police Department
PO Box 795
Long Beach, WA 98631

Dear Chief Wright:

I want to express my sincere thanks for the assistance your agency provided to the Sheriff's Office this past weekend when we were tasked with the investigation of a homicide on the Long Beach Peninsula. We are experiencing the largest manpower shortage we have seen in at least 35 years and proper investigation of this case would have been extremely difficult, if not impossible, without the aid and assistance your agency provided.

You clearly sent your best personnel, and each person was key in the apprehension and arrest of two suspects for premeditated first degree homicide. Please extend my thanks to each and every one who helped in this investigation. I was very proud that within 48 hours of the initial 911 call, two suspects were in custody, the small children involved (ages two, three, and four) were being well cared for, and that no one else was physically harmed.

It is an honor to serve with such outstanding individuals and I hope you can carry forward my appreciation to each of them.

Sincerely,

A handwritten signature in black ink that reads "Scott L. Johnson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Scott L. Johnson
Pacific County Sheriff

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 12/12/16 Council Business Item:
- B. Issue/Topic: **2016 Second Budget Amendment**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. The City attempts to adjust the budget throughout the year as known changes are identified and approved. The amount of the appropriation is a representation of current or expected expenditures. If the amount of appropriations is exceeded, the city could be issued a finding by the state auditor's office.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. A budget amendment has been created to illustrate the necessary changes to the budget for unforeseen revenues and expenditures that have been incurred or projected since the first budget amendment for 2016 was passed.
2. Increases in revenue came from distribution of county fund added to Streets, and increased revenue to the general fund from sale/use, and B&O tax.
3. Expenses in the water and sewer funds decreased as a North Head pump which was budgeted for 2016 was not purchased, and the water tank budgeted to be painted this year was also not completed. These expenditures have been budgeted for 2017.
- F. Impacts:
1. Fiscal:
2. Legal:
3. Personnel:
4. Service/Delivery:
- G. Time Constraints/Due Dates: Must be in place before year end
- H. Proposed Motion: **I move that the council adopt the 2016 second budget amendment ordinance as presented.**

**CITY OF ILWACO
ORDINANCE NO. 8XX**

**AN ORDINANCE AMENDING THE 2016 BUDGET OF THE CITY OF
ILWACO, WASHINGTON AS ADOPTED BY ORDINANCE #858 AND
AMENDED BY ORDINANCE #862**

WHEREAS, the City of Ilwaco adopted the 2016 budget in final form by Ordinance #858 on November 23, 2015 and amended it on June 27th, 2016 by Ordinance #862; and

WHEREAS, subsequent thereto it has become necessary for the city to amend said ordinance because of revenues and council approved unbudgeted expenditures of same; and

WHEREAS, the city is desirous of amending its budget pursuant to RCW 35A.33.090.

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

Section 1. The following funds contained in the 2016 Budget are hereby amended as follows:

	Original	Amendment #1	Amendment #2	
<u>City of Ilwaco Funds</u>	<u>Appropriation</u>	<u>Appropriation</u>	<u>Appropriation</u>	<u>Change</u>
General Fund	1,179,149	1,194,472	1,087,615	106,857
Street Fund	81,564	83,752	86,259	(2,507)
Tourism Fund	70,265	70,265	70,265	-
Excise Reserve Fund	15,000	15,000	15,000	-
Water Fund	872,837	882,921	736,455	146,466
Water/Sewer Bond Redemption Fund	473,943	473,943	473,943	-
Water/Sewer Bond Reserve	-	-	-	-
Stormwater Fund	85,195	87,833	88,283	(450)
Sewer Fund	1,339,836	1,397,589	1,154,376	243,213
Total Appropriations	4,117,790	4,205,775	3,712,196	493,580

Section 2. The budget for the year 2016 is amended to provide redistribution of monies due to projects not being completed in this fiscal year. As well as distribution from other governmental entities that are not calculated until the end of the year.

Section 3. The city clerk is hereby directed to transmit this supplemental budget to the State Auditor's Office and to the Association of Washington Cities.

Section 4. 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 XX DAY OF DECEMBER,
2016.**

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, Treasurer

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED:

EFFECTIVE:

City of Ilwaco Budget - 2016											
Fund	1/1/2016	Revenues	Operations	Capital	Debt Svcs	Non-Operational	Margin	Ending Balance	12/31/2016	Desired Reserve	Surplus (shortfall)
	Beginning Balance										
001 General	196,560	1,190,921	(683,550)	(8,250)	(145,972)	(356,700)	(3,551)	193,009	193,009	217,601	(24,592)
101 Streets	108,592	83,865	(83,752)	-	-	-	114	108,706	108,706	25,469	83,237
104 Tourism	70,823	37,075	(70,265)	-	-	-	(33,190)	37,633	37,633	10,000	27,633
301 Excise Reserve	7,966	15,000	-	-	-	-	15,000	22,966	22,966	21,112	1,854
401 Water	244,686	874,932	(492,776)	(154,000)	(120,500)	(115,645)	(7,989)	236,697	236,697	341,318	(104,621)
403 Bond Redemption	-	473,943	(473,943)	-	-	-	(0)	(0)	(0)	-	(0)
404 Bond Reserve	368,285	20,553	-	-	-	-	20,553	388,838	388,838	418,725	(29,887)
408 Stormwater	50,749	89,474	(51,020)	-	(36,813)	-	1,641	52,390	52,390	-	52,390
409 Sewer	180,275	1,400,115	(479,701)	(120,000)	(512,888)	(285,000)	2,526	182,801	182,801	330,088	(147,287)
Total Fund Balance	1,227,936							1,223,039	1,223,039	1,364,313	(141,274)
Capital projects for 2016:											
General/Streets Funds			Water Fund		Wastewater Fund						
			Paint Steel Reservoir		Salalce						
			Misc Short Lived Assets		Misc Short Lived Assets						
					Jetter Truck						

2016 Budget - City of Ilwaco

12/8/2016

801 General Fund	2016		2016		2016		2016		2016		2016		NOT
	Actual Thru 11/30/2016	Objectives	Original	Amendment #1	Amendment #2	Reserves (Ending)	Reserves Over/Under	Original	Amendment #1	Amendment #2	Operations		
ESTIMATED REVENUES-													
Reserves (Beginning)													
Working Cash	149,209		129,485		19,824	149,209	0						
Asset Replacement	11,292		17,075		11,503	59,217	25,025						
Emergency	50,000		50,000		(21,487)	18,593	(31,407)						
Non Operational Reserve	-		-		-	(29,529)	(29,529)						
Net Revenue	217,001		196,560		19,526	187,659	(26,651)						
*SLA Change has to be greater than \$1,000													
*SLA Contribution less SLA Expense													
*SLA Contribution %													
GRAND TOTAL REVENUE and RESERVES (Revised)													
Note: "Public Reserve" from 2015 of \$41,000 is expended in 2016													

409 - SEWER FUND		ESTIMATED EXPENDITURES		ESTIMATED REVENUES		ESTIMATED BALANCE	
	2016	2016	2016	2016	2016	2016	2016
	Actual Thru 11/30/2016	Original	Amendment #1	Amendment #2	Actual Thru 11/30/2016	Original	Amendment #1
409-000-000-533-00-10-00	729,750	782,433	782,433	782,433	98,230	98,230	1,257,084
Salaries And Wages					33,772	33,772	51,042
409-000-000-533-00-20-00	185,542	204,779	227,880	210,595	12	12	40,000
Employee Benefits							
409-000-000-533-00-31-00	94,282	94,282	94,282	94,282	14,324	12,000	15,000
Operations And Maintenance					22,015	16,000	15,000
409-000-000-533-00-31-02	1,979	500	500	2,000	22,015	16,000	15,000
Chemicals					2,015	1,600	1,500
409-000-000-533-00-31-03	6,111	10,000	10,000	8,000	2,430	3,000	3,000
Excise Tax					2,430	3,000	3,000
409-000-000-533-00-31-04	-	-	-	-	13,354	3,700	10,000
Annual Meter Calibrations					13,354	3,700	10,000
409-000-000-533-00-31-05	-	-	-	-	-	7,200	3,200
Dose Annual Permit					-	7,200	3,200
409-000-000-533-00-31-06	-	-	-	-	6,596	5,000	7,000
Screen Panels And Brushes					6,596	5,000	7,000
409-000-000-533-00-31-07	-	-	-	-	6,374	4,800	6,000
Lab Supplies					6,374	4,800	6,000
409-000-000-533-00-31-08	-	-	-	-	2,265	3,600	3,600
Office Supplies & Customer Service					2,265	3,600	3,600
409-000-000-533-00-32-00	-	-	-	-	631	3,000	3,000
Gasoil Products					631	3,000	3,000
409-000-000-533-00-40-00	1,027,663	1,092,014	1,115,115	1,097,330	4,232	2,688	4,500
Small Tools					4,232	2,688	4,500
409-000-000-533-00-41-00	-	-	-	-	-	2,000	2,000
Attorney Fees					-	2,000	2,000
409-000-000-533-00-41-01	-	-	-	-	27,129	20,000	20,000
Professional Services - Electrician					27,129	20,000	20,000
409-000-000-533-00-41-02	-	-	-	-	11,738	5,000	8,000
Professional Services - Computer Sys					11,738	5,000	8,000
409-000-000-533-00-41-04	-	-	-	-	-	-	-
Professional Services - Break Right of W					-	-	-
409-000-000-533-00-41-05	-	-	-	-	26,391	7,000	28,000
Professional Services					26,391	7,000	28,000
409-000-000-533-00-42-00	-	-	-	-	5,411	5,000	6,000
Communications					5,411	5,000	6,000
409-000-000-533-00-43-01	-	-	-	-	1,143	2,500	2,500
Travel/Meals & Lodging					1,143	2,500	2,500
409-000-000-533-00-43-02	-	-	-	-	415	3,500	3,500
Training					415	3,500	3,500
409-000-000-533-00-45-00	-	-	-	-	20,647	45,000	24,000
Sewer Sludge Disposal Site					20,647	45,000	24,000
409-000-000-533-00-46-00	-	-	-	-	14,539	14,589	14,589
Insurance					14,539	14,589	14,589
409-000-000-533-00-47-01	-	-	-	-	59,808	60,000	60,000
Electricity					59,808	60,000	60,000
409-000-000-533-00-47-02	-	-	-	-	7,241	6,000	7,500
Water					7,241	6,000	7,500
409-000-000-533-00-47-03	-	-	-	-	10,714	7,200	11,000
Sewer					10,714	7,200	11,000
409-000-000-533-00-47-04	-	-	-	-	1,075	3,000	2,000
Garbage Services					1,075	3,000	2,000
409-000-000-533-00-47-05	-	-	-	-	230	650	650
Storm Drainage					230	650	650
409-000-000-533-00-48-01	-	-	-	-	15,570	10,000	17,000
Repairs And Maintenance					15,570	10,000	17,000
409-000-000-533-00-48-02	-	-	-	-	2,528	10,000	5,000
Annual Pipe Clean/ Inspect					2,528	10,000	5,000
409-000-000-533-00-48-03	-	-	-	-	153	3,000	500
Miscellaneous					153	3,000	500
409-000-000-594-63-35-00	-	-	-	-	16,370	10,000	17,000
Sewer Line Replace/repair					16,370	10,000	17,000
409-000-000-594-63-35-01	-	-	-	-	438,444	421,948	479,201
Subtotal O&M					438,444	421,948	479,201
409-000-000-594-63-35-04	-	-	-	-	-	-	-
Treatment Plant Roof					-	-	-
409-000-000-594-64-35-00	-	-	-	-	27,521	20,000	30,000
Software Upgrade					27,521	20,000	30,000
409-000-000-594-64-35-01	-	-	-	-	27,456	90,000	30,000
Machinery & Equipment					27,456	90,000	30,000
409-000-000-594-64-35-03	-	-	-	-	15,670	10,000	18,000
Pump					15,670	10,000	18,000
409-000-000-594-64-35-04	-	-	-	-	70,647	120,000	78,000
Add'l Machinery & Equipment					70,647	120,000	78,000
409-000-000-597-00-00-02	-	-	-	-	22,750	22,750	22,750
Subtotal SLA Expenditures					22,750	22,750	22,750
409-000-000-597-00-00-04	-	-	-	-	385,621	385,621	385,621
Transfer TO 001-Bldg. Rental					385,621	385,621	385,621
409-000-000-597-00-00-05	-	-	-	-	15,127	15,126	15,126
Wwp - TO 403 Sfr Redeption					15,127	15,126	15,126
409-000-000-597-00-00-08	-	-	-	-	-	-	-
TO 404 Wwp Utda 2004 Bond Res					-	-	-
409-000-000-597-00-00-10	-	-	-	-	13,250	13,249	13,249
TO 403 Wwp Pwif 06-982-017					13,250	13,249	13,249
409-000-000-597-00-00-11	-	-	-	-	24,313	24,312	24,312
TO 403 Wwp Pwif Red05-691-023					24,313	24,312	24,312
409-000-000-597-00-00-12	-	-	-	-	1,631	1,631	1,631
TO 403 Wwp Pwif Red04-691-Pte					1,631	1,631	1,631
409-000-000-597-00-00-13	-	-	-	-	-	-	-
WWTF to 403 PWTF PR09-951-050					-	-	-
409-000-000-597-00-00-14	-	-	-	-	2,965	2,965	2,965
TO 404 Wwp B of P Reserve					2,965	2,965	2,965
409-000-000-597-00-00-15	-	-	-	-	29,646	29,646	29,646
TO 403 Wwp-B of P 2008 Redup					29,646	29,646	29,646
409-000-000-597-00-00-16	-	-	-	-	17,588	17,588	17,588
Wwp - TO 404 Sfr Reserve					17,588	17,588	17,588
409-000-000-597-00-00-17	-	-	-	-	512,596	512,888	512,888
Subtotal Debt Payments					512,596	512,888	512,888
TOTAL OPERATIONAL					1,027,663	1,092,014	1,115,115
GAIN/LOSS					1,027,663	1,092,014	1,115,115
409-000-000-594-63-35-01	35,396	285,000	285,000	285,000	35,396	285,000	285,000
Intercommntl Loan Proceed					35,396	285,000	285,000
TOTAL NON- OPERATIONAL REVENUES					35,396	285,000	285,000

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

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

B. Issue/Topic: **Sole Source Purchase Resolution, Western Fireworks**

C. Sponsor(s):
1. Cassinelli 2.

D. Background (overview of why issue is before council):
1. The city has received the "2017 Independence Day at the Port Fireworks Display" proposal from Western Display Fireworks, Ltd. The contract is in an amount which requires the city to obtain competitive bids from additional vendors.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. Western Display Fireworks has provided the service for many years and is familiar with the launch area, spectator viewing area, local practices, and emergency responses.

F. Impacts:
1. Fiscal: This cost has been budgeted for 2017.
2. Legal:
3. Personnel:
4. Service/Delivery:

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

H. Staff Comments:
1.

I. Time Constraints/Due Dates: This contract was due back by December 1, 2016 to take advantage of special incentives.

J. Proposed Motion: **I move to adopt the resolution waiving competitive bidding for the 2017 Independence Day at the Port fireworks display. I move to authorize the mayor to enter into contract with Western Display Fireworks for the 2017 fireworks display at the Port of Ilwaco.**

**CITY OF ILWACO
RESOLUTION NO. 2016-XX**

**A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON
AUTHORIZING THE SELECTION OF A PYROTECHNIC DISPLAY PROVIDER
BASED ON SPECIAL REQUIREMENT AND FACILITIES AND MARKET
CONDITIONS, AND WAIVING COMPETITIVE BIDDING REQUIREMENTS**

WHEREAS, the City Council finds that providing a pyrotechnic display in celebration of the 4th of July, requires special provider licencing, abilities, equipment and supplies; and,

WHEREAS, RCW 39.04.280 provides that a local agency, by Resolution may waive the competitive bidding requirements when the purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions; and,

WHEREAS, the provider must also have a familiarity with the area where the pyrotechnics are to be fired, as well locations of viewers; and

WHEREAS, the City Council finds that the pyrotechnic provider must have developed emergency response plans and crowd management plans with local emergency service providers,

WHEREAS, the City Council finds that Western Fireworks Display, Ltd. is the only entity that can provide this service because of the danger and expertise involved, it's years of past experience in Ilwaco, the fact it is familiar with the launch site and has already developed and tested emergency response plans, and the fact it has already acquired the necessary licenses and permits; and

WHEREAS, the City Council finds that it is appropriate to waive the competitive bidding requirements for the above reasons; and,

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

Section 1. The procurement of a pyrotechnic display from Western Fireworks Display, Ltd. is authorized and competitive bidding requirements are hereby waived for the is purchase due to special facilities and market conditions.

Section 2. Severability. If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 3. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, Treasurer

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE:

DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on this ____ day of _____, 2016 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of Ilwaco, whose address is PO Box 548 Ilwaco, OR 98624 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 1, 2017 at the Port of Ilwaco, Outer Harbor Way SE, Ilwaco, WA 98264, as detailed in Proposal #17-5406, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of SIXTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$16,500.00) is to be paid as follows: 25% of the total price, \$4,125.00 is due by MAY 1, 2017; the remaining balance of the price, \$12,375.00, is due in full on or before July 11, 2017. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply all shells and other pyrotechnics listed on the Proposal;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement; and
 - b. Sponsor to dig trench for the installation of the display.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.
6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise

from the performance of the fireworks to the extent that such are occasioned by an act or omission of Western, its agents and employees. Sponsor agrees to indemnify, defend, and hold harmless Western, its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.

7. Compliance with Laws.

- a. **Sponsor Responsibilities:** In accordance with NFPA 1123 Outdoor Display of Fireworks 2010 Edition (National Fire Protection Association) 4-1.1.1, Sponsor has consulted with the Authority Having Jurisdiction to determine the level of fire protection required to provide adequate fire protection for the Display and Western agrees that such consultation was accomplished and the level of fire protection is adequate for the size of show this Agreement outlines. It is further agreed that in accordance with NFPA 1123 4-1.2, Sponsor shall provide an adequate number of monitors whose sole duty shall be the enforcement of crowd control located around the Display area during the Display and until the discharge site has been inspected by Western's pyrotechnic operator after the Display.
- b. **Western's Responsibilities:** Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.

8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement but prior to departure from Western's facility, Sponsor agrees to pay 25% of the total price (\$4,125.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor after departure from Western's facility, Sponsor agrees to pay 50% of the total price (\$8,250.00). If the Display is cancelled by the Sponsor after the physical show setup is complete, Sponsor agrees to pay 100% of the total price (\$16,500.00). If the Sponsor elects to reschedule the Display for an alternate mutually agreeable date, Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permit and other additional costs associated with this change.
9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.
15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the

provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.

18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before November 18, 2017.

Sponsor

Western Display Fireworks, Ltd.

By: _____
 Its: _____
 Date: _____

By: Heather J. Gobet
 Its: President
 Date: _____





Fireworks Display Proposal Summary
City of Ilwaco
Independence Day Fireworks at the Port
July 1, 2017

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
 - \$5,000,000 (per occurrence) general liability
- Prepare the Washington State Public Fireworks Display permit application to be approved by the local fire authority
- Prepare and submit the United States Coast Guard Application for Marine Event Permit
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all equipment and pyrotechnics to and from the display site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
 - Complimentary product has been included in your display for signing the 2016-2018 Multi-Year Contract Addendum. These items include (7) spectacular 24-100 count multi-shot boxes.
- Provide necessary supplies, mortars and firing equipment required to pre-load and fire the display



WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Ilwaco, City of
120 First Ave N
Ilwaco, WA 98624

Event Date: 7/1/2017
Proposal #: 17-5406

Show Name: Independence Day Fireworks at the Port

Quantity Description

- 1 SHOW OPENER
- 1 3" (24 Shot) Fanned Turquoise Peony / Orange Shiny Peony / Silver Palm w/Tourbillion Tail
- 5 4" Orange Peony-White Strobe w/Silver Tail
- 3 5" Aqua Chrysanthemum w/Orange Pistil
- 1 MAIN SHOW
- 1 THREE INCH SHELLS
- 15 3" Titanium Salute
- 1 FOUR INCH SHELLS
- 1 4" (36) Vulcan Misc Assortment 2013
 - 4" Half Twilight Glitter to Blue Half Twilight Glitter to Red Peony w/ Silver Tail (2ea)
 - 4" Blue & White Strobe Pistil & 2 Brocade Rings w/ Gold Tail (2ea)
 - 4" Blue to Red w/ Red to White Strobe Pistil & Midnight Snow Double Ring (2ea)
 - 4" Purple to Crackling Rain w/ Green to Crackling Rain Pistil and Crackling Tail (2ea)
 - 4" Twilight Glitter to Sapphire Blue Chrysanthemum w/ Ruby Red Pistil (2ea)
 - 4" Twilight Glitter to Cardinal Purple Chrysanthemum w/ Pearly White Pistil (2ea)
 - 4" Gold Willow Crown w/ Gold Tail (2ea)
 - 4" Typhoon Palm w/Crackling Tail (2ea)
 - 4" Green Glitter Palm w/ Gold Tail & Orange Pistil (2ea)
 - 4" Silver Flying Go Getters (2ea)
 - 4" Crossed Silver Ring w/ Crackling Rain Pistil and Crackling Tail (2ea)
 - 4" Stacked Color Bands w/ Whistle Tail (2ea)
 - 4" White Strobe Crisscross w/ Whistle Tail (2ea)
 - 4" Golden Rain Crossette w/ Gold Tail (2ea)
 - 4" Sunflower: Yellow Cascade Ring w/ Purple Pistil (2ea)
 - 4" Stained Glass (2ea)
 - 4" Starfish Twinkling Silver w/ Silver Tail (2ea)
 - 4" Purple Gold Plume (2ea)
- 1 4" (36) Sunny Assortment Package B 2016
 - 4" Variegated Peony w/Silver Tail (2ea)
 - 4" Blue to Silver Strobe (2ea)
 - 4" Purple Dahlia (2ea)
 - 4" Green & Purple Dahlia w/Tail (2ea)
 - 4" Red & Green Palm (2ea)
 - 4" Red Chrysanthemum w/Silver Palm w/Tail (2ea)
 - 4" Glitter Silver to Red Chrysanthemum (2ea)
 - 4" Silver Palm Ring w/Red & Green Tip (2ea)
 - 4" Red to Blue Peony w/Silver Palm Core w/Tail (2ea)
 - 4" Variegated Color w/Tail (2ea)
 - 4" Red Tip w/Crackling Tail w/Tail (2ea)
 - 4" Green Strobe Willow & Purple w/Tail (2ea)
 - 4" Purple Glitter to Silver Strobe w/Tail (2ea)
 - 4" Blue to Twinkling Kamuro w/Tail (2ea)
 - 4" Red Glitter w/Big Silver Palm w/Tail (2ea)
 - 4" Red & Blue & Spangle w/Tail (2ea)
 - 4" Purple to Popping Flower (2ea)
 - 4" Gold Strobe to Green w/ Silver tail (2ea)

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 17-5406

Quantity Description

- 1 4" (36) Sunny Assortment Package C 2016
 - 4" Sky Blue Peony w/ Tail (2ea)
 - 4" Red Glitter w/Tail (2ea)
 - 4" Red to Silver Strobe w/Silver Tail (2ea)
 - 4" Purple Saturn w/Glitter Silver to Red Circle (2ea)
 - 4" Christmas Dahlia (assorted dahlia) w/Silver Tail (2ea)
 - 4" Blue to Purple Palm w/ Red Tail (2ea)
 - 4" Golden Wave to Blue Chrysanthemum (2ea)
 - 4" Yellow Wave to Crackling Spider w/ Silver Tail (2ea)
 - 4" Orange Glitter Tail w/Tail (2ea)
 - 4" Variegated Color w/Tail (2ea)
 - 4" Red to Popping Flower (2ea)
 - 4" Green to Gold Strobe w/ Silver Tail (2ea)
 - 4" Yellow to Green Strobe w/Tail (2ea)
 - 4" Purple Tail Peony w/ Silver Tail (2ea)
 - 4" Purple Tail Peony w/ Silver Tail (2ea)
 - 4" Purple to Gold Brocade w/Tail (2ea)
 - 4" Green to Popping Flower (2ea)
 - 4" Silver to Popping Flower (2ea)
- 1 4" (36) Sunny Assortment Package V25
 - 4" Yellow Peony (2ea)
 - 4" Red to Blue Peony w/ Tail (2ea)
 - 4" Blue to Silver Peony (2ea)
 - 4" Purple Dahlia (2ea)
 - 4" Lemon Dahlia (2ea)
 - 4" Orange Dahlia w/Silver Tail (2ea)
 - 4" Red Coconut (2ea)
 - 4" Yellow Chrysanthemum (2ea)
 - 4" Blue Chrysanthemum (2ea)
 - 4" Green Chrysanthemum (2ea)
 - 4" Purple Chrysanthemum (2ea)
 - 4" Blue Willow (2ea)
 - 4" Orange to Green Bees (2ea)
 - 4" Red to Silver Bees (2ea)
 - 4" Purple Coconut (2ea)
 - 4" Gold to Silver Diamond (2ea)
 - 4" Orange Bee (2ea)
 - 4" Red Bee (2ea)

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 17-5406

Quantity Description

- 1 4" (36) Sunny Meteor Assortment Package
 - 4" Red & Green Peony w/Silver Tail (2ea)
 - 4" Half Red & Half Blue Chrysanthemum (2ea)
 - 4" Red to Blue Peony w/Strobe Pistil (2ea)
 - 4" Christmas Dahlia (assorted dahlia) w/Silver Tail (2ea)
 - 4" Lemon & Purple Dahlia (2ea)
 - 4" Glitter Coconut (2ea)
 - 4" Red & Blue Peony to White Strobe w/Tail (2ea)
 - 4" Red & Spangle (2ea)
 - 4" Red & Green Dahlia Ring w/Tail (2ea)
 - 4" Variegated Color w/Tail (2ea)
 - 4" Crackling Willow Flower w/Strobe Pistil (2ea)
 - 4" Green & Purple & Gold Strobe (2ea)
 - 4" Silver Brocade w/Green Strobe Pistil w/Tail (2ea)
 - 4" Super Gold Brocade to Red w/Tail (2ea)
 - 4" White Strobe Flitter & Blue w/Tail (2ea)
 - 4" Green Strobe Glitter & Blue w/Glitter Tail (2ea)
 - 4" Orange to Popping Flower w/Silver Tail (2ea)
 - 4" Charcoal Crackling Chrysanthemum & Red w/Tail (2ea)
- 1 FIVE INCH SHELLS
- 1 5" (18) Sunny Assortment Package V25
 - 5" Red Peony
 - 5" Yellow Peony
 - 5" Orange Peony
 - 5" Blue Glitter
 - 5" Variegated Glitter
 - 5" Green Dahlia
 - 5" Purple Dahlia
 - 5" Red Crossette
 - 5" Orange Crossette
 - 5" White Chrysanthemum
 - 5" Purple to Super Gold Flitter
 - 5" Glitter Silver to Yellow Chrysanthemum
 - 5" Silver Wave to Blue Chrysanthemum
 - 5" Blue Chrysanthemum to Crackling Flower w/ Red Pistil
 - 5" Red to Popping Flower
 - 5" Green to Popping Flower
 - 5" Blue to Red Chrysanthemum
 - 5" 4 Color Change Chrysanthemum

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 17-5406

Quantity Description

- 1 5" (18) Vulcan 2016 Stock Assortment VS5-AST
 - 5" Cardinal Purple Peony
 - 5" Orange Peony
 - 5" Sapphire Blue Peony
 - 5" Sapphire Blue Peony
 - 5" Crystal Cascade (Yellow) to Grasshopper Green Peony
 - 5" Twilight Glitter to Sapphire Blue Peony
 - 5" Ruby Red to White Strobe Peony
 - 5" Red to Crackling Rain & Crackling Rain Pistil w/ Crackling Tail
 - 5" Twilight Glitter w/ Blue Pistil
 - 5" Twilight Glitter w/ Multicolor Pistil
 - 5" Cardinal Purple to Grasshopper Green Chrysanthemum
 - 5" Pixie Dust Willow to Multicolor w/ white Strobe Pistil
 - 5" Willow to Multicolor
 - 5" Orange to Yellow Go Getters
 - 5" Red to Silver Go Getters
 - 5" White Strobe
 - 5" Weeping Gold to Green
 - 5" Ruby Red to Brocade w/ Red to Crackling Rain Pistil
- 1 5" (18) Sunny Assortment Package C 2016
 - 5" Green & Purple Peony (2ea)
 - 5" Lemon Peony w/ Palm Core w/ Silver Tail (2ea)
 - 5" Aqua Dahlia (2ea)
 - 5" Blue & Red Dahlia w/ Gold Tail (2ea)
 - 5" Crackling Chrysanthemum & Blue w/ Gold Tail (2ea)
 - 5" Purple Ring w/ Popping Flower w/ Gold Tail (2ea)
 - 5" Variegated Color w/Tail (2ea)
 - 5" Silver Strobe Willow & Red (2ea)
 - 5" 2 Color Change Chrysanthemum w/ Color Change Pistil w/ Silver Tail (2ea)
- 1 5" Silver Bees & Purple Bees & Blue Moving Stars
- 1 5" Silver to Purple Crossette
- 1 5" Golden Whirl w/Report & Twilight Glitter
- 1 5" Double Pistil Half Color Chrysanthemum
- 1 5" Half Purple to Crackling Rain/Half Green to Crackling Rain
- 1 5" Twilight Glitter w/ Red Pistil
- 1 5" Thousand Flowers - Multi-Color Star
- 1 5" Midnight Snow Double Ring + Green Pistil
- 1 5" Golden Rain Crossette
- 1 5" Straw Hat Midnight Snow Ring / Red Pistil
- 1 5" Cut Glass 7 Arms (Kaleidoscope Pistil to Multi Color Tips Gold Arms)
- 1 5" Green Chrysanthemum
- 1 5" Brocade w/ Red Pistil (Long Duration)
- 1 5" Multi Color to Brocade (Long Duration)
- 1 5" Midnight Snow w/White Strobe Pistil
- 1 5" Sweeper Ring Purple (Purple to Gold Wave)
- 1 5" Silver Brocade Crown - Red
- 1 5" Silver Whirl w/Report & Red Stars

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 17-5406

Quantity Description

-
- 1 5" Lemon to Diamond Rain w/ Blue Purple Pistil
 - 1 5" Aqua Chrysanthemum w/Orange Pistil
 - 1 MID SHOW VOLLEY
 - 1 4" (5) Red & Blue Crackling Tail Peony w/Crackling Tail
 - 1 4" (5) Artillery Titanium w/Silver Tail
 - 1 4" (5) Blue w/Purple & Green Sun & Palm Core w/Tail
 - 1 5" (3) Red - Blue Silver Crackling Spider w/Whistle
 - 1 5" (3) Twinkling Kamuro Crown to White Strobe
 - 1 2.5" (25 Shot) Fanned Tourbillion Night: Red Diamond Screamer Mine, Golden Whirl w/ Report Mine...
 - 1 2.5" (30 Shot) Fanned Fuchsia Magic Peony / Turquoise Peony / Silver Palm Tree w/Silver Tail
 - 1 2.5" (36 Shot) Red w/Glitter Palm Core / Blue w/Glitter Palm Core
 - 1 3" (25 Shot) Fanned Sky Crossing: Golden Rain, Green Star, Red Star, Silver Cascade, Crackling Star Crossette Mines
 - 1 2.5" (25 Shot) Fanned Three Color Kamuro w/ Gold Tail
 - 1 3" (25 Shot) Red Crackling Flower / Crackling Coconut / Blue Crackling Flower w/Tourbillion Tail
 - 1 3" (25 Shot) Lemon w/Palm Core / Orange w/Palm Core / Pink w/Palm Core & Glitter Tail
 - 1 3" (25 Shot) Red Tip w/Silver Strobe Willow / Blue & Glitter Silver / Silver Coconut w/Red & Blue Tip w/Silver Tails
 - 1 3" (25 Shot) Gold to Popping Flower / Blue to Popping Flower / Green Strobe Flitter w/Gold Tail
 - 1 3" (24 Shot) Fanned Red Shiny / Purple Magic Peony / Green Strobe Willow w/Tourbillion Tail
 - 1 3" (25 Shot) Fanned Assorted Bowtie..Assorted Colors of Red, Green, Purple, Yellow, Blue Ring + Gold Wave..Bowties w/ Twice Crackling Rain
 - 1 3" (25 Shot) Fanned Polar Light: Twilight Glitter w/ Silver Tail, Silver Cascade w/ Silver Tail, Golden Rain Peony w/ Silver Tail, Multi-Color w/ Silver Tail
 - 1 GRAND FINALE 1
 - 1 2.5" (30 Shot) Fanned Red & Blue Magic Peony / Silver Palm Tree w/Tail
 - 1 3" (25 Shot) Red Tip w/Silver Strobe Willow / Blue & Glitter Silver / Silver Coconut w/Red & Blue Tip w/Silver Tails
 - 1 GRAND FINALE 2
 - 2 2.5" (25 Shot) Blue Mine, Twilight Glitter Bombard, Red Peony Bombard w/ Silver Tail
 - 1 3" (24 Shot) Fanned Red Shiny Peony / Blue Shiny Peony / Titanium Salute
 - 1 GRAND FINALE 3
 - 3 3" (10) Titanium Salutes w/Glitter Tail
 - 2 4" (5) Red & Blue Crackling Tail Peony w/Crackling Tail
 - 1 5" (3) Red - Blue Silver Crackling Spider w/Whistle
 - 1 MISC SUPPLIES
 - 8 20 Minute Fusee w/ Handle
 - 30 Match Fuse for Packing - By the Foot
 - 8 Earplugs
 - 8 Safety Glasses
 - 2 Foil - Small

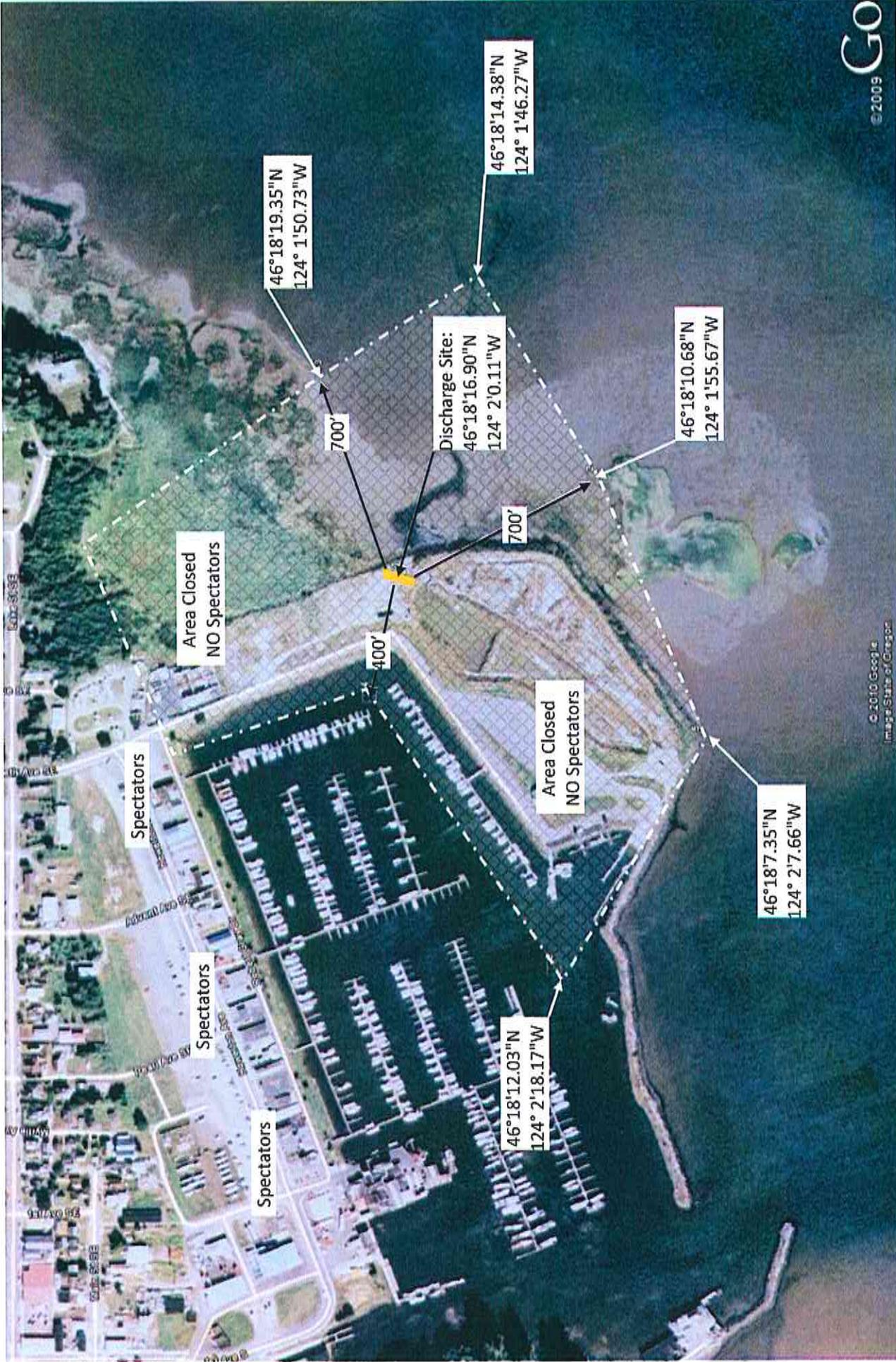
WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 17-5406

Quantity	Description
----------	-------------

2	1" x 60yd Masking Tape - Roll
2	Rubber Bands (Bag of 350)



Ilwaco Washington
 Discharge Site: 20' x 100'
 Mortars angled over water

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 12/12/16 Council Business Item:
- B. Issue/Topic: **Vision MS Software Contract & Finance Agreement**
- C. Sponsor(s):
1. Cassinelli 2.
- D. Background (overview of why issue is before council):
Vision Municipal Solutions offers Fixed Asset and B&O modules which will assist the Treasurer and City Clerk with efficient tracking of fixed assets and tax collection.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details):
1. This contract includes a finance option for the cost of the new software paid over 5 years at 0% interest.
2. Charges for professional services which include electronic conversion of the existing data may be reduced by city staff completing the conversion.
3. Cost of the Software Assurance Program will increase with the purchase of the additional modules and will need to be budgeted for in 2018. The increase is expected to be about 15% of the purchase price of the modules.
- F. Impacts:
1. Fiscal: Initial year cost of \$4,050 has been budgeted for in 2017 and includes the cost of Professional Services (which cannot be financed).
2. Legal:
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: Recommended N/A Public Hearing on
- H. Staff Comments:
- I. Time Constraints/Due Dates: None
- J. Proposed Motion: **I move to authorize the Mayor to enter into the contract and finance terms for the purchase of Vision Fixed Assets and Vision Business Excise and Occupation Tax with Vision Municipal Solutions, LLC.**



Vision Municipal Solutions, LLC
 PO Box 28429
 Spokane, WA 99228
 Phone (509) 315-8845 Fax (888) 223-6007
 Website: www.visionms.net Email: pat@visionms.net

**Vision Software and Professional Services for:
 The City of Ilwaco**

<u>Software:</u>	<u>Cost</u>	<u>Software Assurance</u>
Vision Fixed Assets	\$6,000.00	\$900.00
Vision Business Excise and Occupation Tax	\$4,000.00	\$600.00
Vision Reporting Services Edition	<u>Included</u>	<u>Included</u>
TOTAL SOFTWARE	\$10,000.00	\$1,500.00

<u>Professional Services:</u>	
Electronic conversion of Fixed Asset data files (if necessary)	\$500.00
Electronic conversion of Excise Tax (If necessary)	\$500.00
Configuration of Microsoft SQL Server	\$350.00
Remote training	<u>\$700.00</u>
Total Professional Services	\$2,050.00
GRAND TOTAL	\$12,050.00

Contract Notes:

- Travel expenses will be billed after scheduled Software is installed.
- Microsoft SQL Server 2012 Standard Edition or higher is required for Software. If the Licensee owns Microsoft SQL Server, this can be set up for Software. If Licensee needs to purchase Microsoft SQL Server 2016, the approximate cost is \$800 for the initial license and \$195 for each additional user.
- Sale of Software is subject to the below described Software License Agreement.
- The cost for data conversion is an estimate, actual cost will be determined after completing a review of Licensee's data. Actual costs will be agreed upon by Developer and Licensee before the conversion begins.
- Sale of Software is subject to the below described Software License Agreement.



Vision Municipal Solutions, LLC
PO Box 28429
Spokane, WA 99228
Phone (509) 315-8845 Fax (888)223-6007
Website: www.visionms.net Email:pat@visionms.net

Software License Agreement between the City of Ilwaco and Vision Municipal Solutions, LLC

This Software License Agreement ("Agreement") is made by and between **Vision Municipal Solutions, LLC** ("Developer") and the City of Ilwaco ("Licensee").

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Fixed Assets," and/or "Vision Reporting Services" (collectively, "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License:

Developer hereby grants to Licensee a perpetual, non-exclusive, non-transferable, and irrevocable license to use the Software at the City of Ilwaco, on the terms, and subject to the conditions, set forth herein.

2. Restrictions:

Licensee shall not modify Software source code, duplicate, copy or reproduce Software, transfer or convey Software, or any right in Software, to any third party without the express, prior written consent of Developer. Notwithstanding the foregoing, Licensee may make copies of Software for backup or archival purposes.

3. License Fee:

For and in consideration for the grant of the herein license and the use of Software, Licensee agrees to pay Developer the sum of \$10,000.00 plus any and all applicable sales or use tax.

4. Warranty:

A. Developer hereby represents and warrants to Licensee that Developer is the sole owner of the Software or otherwise has the right to grant to Licensee the rights to use Software.

B. For a period of one year (365 days) following the installation of Software to Licensee, Developer warrants that Software shall perform in all material respects according to Developer's specifications. In the event of any breach or alleged breach of this warranty, Licensee's sole and exclusive remedy shall be that Developer shall correct Software so that it operates according to the warranty. This warranty shall not apply if (i) Software is in anyway modified by Licensee, (ii) if Software is used improperly, including, without limitation, improper data entry, (iii) Software is not used with appropriate computer equipment, or (iv) if Software is used on operating systems or environments not approved by Developer.



5. Annual Software Assurance Program Schedules:

The Software Assurance Program includes telephone support, email support, and on-line programs provided by Developer and product updates and enhancements to include any standard reports added to the system. Licensee will be required to have a high speed internet connection for Software updates and allow Developer the right to remote access for program updates and maintenance work when required. As part of the Software Assurance Program, Developer shall provide to Licensee any new, corrected, or enhanced versions of Software as created by Developer. Such enhancements shall include, but shall not be limited to, all modifications to Software that increase the performance, efficiency, or ease of use of the Software, or add additional capabilities or functionality to the Software. "Enhancements" do not include any customizations to Software requested by Licensee, which shall be quoted on a per-job basis at Developer's then hourly rate (currently, \$125.00 per hour, but such rate is subject to change).

Developer shall bill Licensee on an annual basis, payable in advance, for the Software Assurance Program, at Developer's then current rates.

6. Payment and acceptance:

Payment for Software, hardware, and installation services shall be made by Licensee after all items contracted for have been delivered and Licensee has deemed all Software, hardware, and installation services delivered and accepted.

7. Time Payment Schedule:

Licensee has requested a payment plan for Software over a period of 5 years. Developer will bill Licensee in January of each year pursuant to such schedule, including then applicable sales and use tax. Licensee may at any time prepay without penalty or premium all amounts due under the payment plan. If Licensee elects to terminate its agreement for software and services with Developer, all remaining amounts under the payment plan for Software, if any, are immediately due and payable, along with then applicable sales or use tax. The Software Assurance Program shall then immediately terminate and Developer shall not bill Licensee for any future years, nor shall Developer refund Licensee any amounts. Payment Plan does not include applicable taxes or options.

5 Year Payment Plan	
Software Financed	\$10,000
\$10,000 + 5 years = \$2,000	
Setup and Config	\$350
Conversions	\$1,000*
Training	\$700
<i>(Billed upon completion of training)</i>	
Payment Schedule:	
1st year	\$4,050 + annual assurance
2nd year	\$2,000 + annual assurance
3rd year	\$2,000 + annual assurance
4th year	\$2,000 + annual assurance
5th year	\$2,000 + annual assurance



8. Limitation of Liability:

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential, or other indirect damages, whether based on lost revenue or otherwise. In no event shall Developer’s liability hereunder exceed the amount of license fees paid by Licensee regardless of whether Licensee’s claim is based on contract, strict liability, or product liability.

9. Installation Travel Expenses billed to the customer:

Licensee shall reimburse Developer for any and all travel expenses associated with the installation of Software at Licensee’s site. If Developer uses Developer’s vehicles (or Developer’s employees use personal vehicles) Licensee shall reimburse Developer for mileage at then applicable IRS rates. If Developer (or employees of Developer) use a rental car, Licensee shall reimburse Developer for the actual rental car rate and actual gas charged. Licensee shall reimburse Developer for any and all per diem charges at the then current state published rate. Licensee shall reimburse Developer if Developer’s employees are required to stay overnight.

Acceptance of Agreement:

Vision Municipal Solutions, LLC.

City of Ilwaco

Accepted By (Signature)
Pat Dieter

Printed Name
Director of Sales and Services

Title:
12/09/2016

Date

Accepted By (Signature)

Printed Name

Title

Date

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 12/12/16 Council Business Item:
- B. Issue/Topic: **Additional Scope of Work for Consultant Contract**
- C. Sponsor(s):
1. Cassinelli 2.
- D. Background (overview of why issue is before council):
1. In December of 2013, the City entered into an agreement with The Watershed Company for the completion of the Shoreline Master Program (SMP) update.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. The final Task 10 deliverable was due to Ecology by December 31, 2016. An extension to January 31, 2017 has been requested.
2. Ecology has extended the grant reimbursement deadline date through 2017. The proposed additional \$5000 will come from the remaining retainage funds under the Ecology SMP grant.
- F. Impacts:
1. Fiscal: This cost will be included in the first budget amendment of 2017.
2. Legal:
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: Recommended N/A Public Hearing on
- H. Staff Comments:
- I. Time Constraints/Due Dates: 12/31/16
- J. Proposed Motion: **I move to authorize the mayor enter into the contract amendment with The Watershed Company for the cost of additional professional services to assist the City with the completion of Task 10 at a fixed amount not to exceed \$5,000.00.**

December 8, 2016

Holly Beller
Treasurer
City of Ilwaco
PO Box 548
Ilwaco, WA 98634
Email: treasurer@ilwaco.gov

Re: SMP Amendment

Dear Holly,

As we discussed, The Watershed Company is providing the following amendment to Exhibit A: City of Ilwaco Shoreline Master Program Scope of Work, between The Watershed Company and the City of Ilwaco, dated January 6, 2013. Additional funds are necessary to further assist the City with completion of Task 10 of the City's grant agreement with the Washington State Department of Ecology. The cost of additional professional services to assist the City with the completion of Task 10 will be fixed at an amount not to exceed \$5,000. This amount includes printing costs and other reimbursable expenses. This amount will be in addition to all fees currently in Exhibit A, including Task 10 and contingency fees.

Please call if you have any questions or if we can provide you with any additional information.

Respectfully submitted,



Mark Daniel, AICP

Authorized by:



Dan Nickel, Vice President

Mike Casinelli, Mayor

Holly Beller

From: Van Zwalenburg, Kim (ECY) <kvan461@ECY.WA.GOV>
Sent: Friday, December 09, 2016 10:25 AM
To: Holly Beller
Cc: Mark Daniel
Subject: RE: SMP Task 10 Deliverable Extension

Hi Holly: Thanks for the update. And yes, we can extend the Task 10 due date to January 31, 2017. Your request is approved. Kim

From: Holly Beller [mailto:treasurer@ilwaco-wa.gov]
Sent: Friday, December 09, 2016 10:18 AM
To: Van Zwalenburg, Kim (ECY) <kvan461@ECY.WA.GOV>
Cc: Mark Daniel <mdaniel@watershedco.com>
Subject: SMP Task 10 Deliverable Extension

Hi Kim,

Due to the turn over and workload at City Hall over the last couple of months we have fallen behind in meeting the due date of the Task 10 deliverable by December 31, 2016. I am putting forth to council a contract amendment with the Watershed Company this coming Monday. Mark Daniel will be assisting me with wrapping this up by the end of January. May I request an extension to the Task 10 deliverable until January 31, 2017?

Thank you,

Holly Beller
Treasurer
City of Ilwaco
P.O. Box 548
Ilwaco, WA 98624
Ph: 360-642-3145
Email: treasurer@ilwaco-wa.gov
Website: www.ilwaco-wa.gov

Agreement for Professional Services

This Agreement, dated as of 01-06-2014, is entered into by and between the City of Ilwaco ("client") and The Watershed Company, ("consultant").

Section 1. The Services

- 1.1 Consultant shall perform the services described in the attached Scope of Work (Exhibit A), which is incorporated herein by this reference, according to the terms of the Washington Department of Ecology (DOE) grant agreement #G1400373 with client with an effective date of July 1, 2013, attached hereto (Exhibit B), and which is by this reference incorporated herein.
- 1.2 Except as otherwise specifically provided in this Agreement, consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement; personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by the consultant under this Agreement are sometime collectively referred to in this Agreement as "Services".
- 1.3 All provisions of this Agreement are intended to be complementary, and any services required by one and not mentioned in another shall be performed, to the same extent as though required by all. Details of the Services are not necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

Section 2. Schedule

- 2.1 Consultants shall commence, prosecute and complete such Services on a schedule as directed by client.

Section 3. Compensation

- 3.1 Clients shall pay Consultant the amount specified for each Task described in Exhibit A. Full payment for each Task is contingent on the Consultant having completed the Task to Client's satisfaction. Unless a change order is mutually executed by the parties, Consultant shall not be entitled to compensation or expense reimbursement for any Task in excess of the amount specified in the Scope of Work.
- 3.2 Consultant shall submit, by the 7th of each month, an invoice for the percentage of each Task completed during in the previous month, and a detailed description of work performed, delineated by Task as described in the Scope of Work.
- 3.3 Client shall pay each of consultant's invoices within thirty (30) days.

Section 4. Performance by Consultant

- 4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Client. Any such delegation or subcontracting without Client's prior written consent shall be voidable at Client's option.
- 4.2 No delegation of subcontracting of performance of any of the Services, with or without Client's prior written consent, shall relieve Consultant of its responsibility to perform the Services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and other omissions of Consultant's employees, Consultant's subcontractors and any other person or furnishes any services (collectively, the "Support").
- 4.3 Consultants shall at all times be an independent contractor and not an agent or representative of Client with regard to performance of Services. Consultant shall not represent that it is, or hold itself out as, an agent or representative of Client. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of Client.
- 4.4 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Consultant shall be properly licensed, equipped, organized, and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.
- 4.5 Consultants shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services.

Section 5. Compliance with Laws

- 5.1 Consultant shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Client and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, rules, orders, required to be incorporated in agreement of this character are incorporated in this Agreement by this reference.

Section 6. Inspection: Examination of Records

- 6.1 The services shall, at all times, be subject to inspection by and with the approval of client, but the making of (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with

this Agreement, notwithstanding client's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide client sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

- 6.2 Consultant shall promptly furnish client with such information related in Service as may be requested consultant.

Section 7. Proprietary and Confidential Information

- 7.1 Consultant shall not, without the prior written consent of client disclose to third parties any information received in connection with the Services unless:
- (a) the information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services.
 - (b) the information is in the public domain at the time of disclosure by Consultant; or
 - (c) the information is received by Consultant from a third party who does not have an obligation to keep the same confidence.

Section 8. Indemnities and Hold Harmless

- 8.1 Subject to the limitations set forth in paragraph 8.2, Consultant releases and shall defend, indemnify, and hold harmless client from and against all claims, cost liabilities, damages, and expenses, (including, but not limited to, reasonable attorney's fees) arising directly out of or in connection with:
- (a) any fault, negligence, strict liability of Consultant in connection with the Services of this Agreement;
 - (b) any lien asserted upon any property of client in connection with the Services or this Agreement;
 - (c) any failure of Consultant, or the Services to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, of any governmental authority; or
 - (d) any breach of or default under this Agreement by Consultant.
- 8.2 As permitted by applicable law, paragraph 8.1 shall apply. However, paragraph shall not require Consultant to indemnify client against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of client. Further, in the case of concurrent negligence of Consultant on the one hand and client on the other hand, Consultant shall be required to indemnify client only to the extent of the negligence of the Consultant.

Section 9. Workers' Compensation and Insurance

- 9.1 With respect to all persons performing the Services, Consultant shall secure and maintain in effect at all times during performance of Services coverage or insurance in accordance

with applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Consultant shall furnish to client such assurance and evidence of such coverage or insurance (such copies of insurance policies and Certificates of Compliance issued by the Washington State department of Labor and Industries) as Client may request.

9.2 Consultant shall secure and maintain insurance with provisions, coverage, and limits substantially as specified in the attached certificate of insurance, endorsement and/or schedule of insurance requirement or, if none is attached, with such provisions, coverage, and limits as Client may from time to time specify to protect Client its successors and assigns, (collectively, the "Additional Insured") from any claims, losses, harms, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorney's fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Services. Upon Client's request, Consultant shall furnish Client with such additional assurance and evidence of such insurance (such as copies of all insurance policies) as Client may request. Within thirty (30) days after any renewal or any notice of termination, cancellation, expiration, or alteration in any policy of insurance required under this Agreement, Consultant shall deliver to Client a certificate of insurance acceptable to Client with respect to any replacement policy.

9.3 All policies of insurance required under this Agreement shall:

- (a) Be placed with such insurers and under such forms of policies as may be acceptable to Client;
- (b) With the exception of workers' compensation, employer's liability and professional liability insurance, be endorsed to name the Additional Insured as additional insureds;
- (c) With the exception of workers' compensation, employer's liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy; and
- (d) Provide that the policies shall not be cancelled or their limits or coverage reduced or restricted without giving at least 30 days prior written notice to the appropriate contract services personnel of Client.

Section 10. Changes

10.1 Client may, at any time by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and change in Schedule A and location of performance).

- 10.2 If any changes under paragraph 10.1 causes an increase or decrease in cost of the time required for performance of the Services an equitable adjustment in the compensation and schedules under this Agreement shall be made to reflect such increase or decrease, and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such exchange. Further, Consultant shall not be entitled to any relocation of cost, profit, or overhead.
- 10.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as change pursuant to paragraph 10.1. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within sixty (60) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an acceptable adjustment, submit to Client a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to Client within the applicable period.

Section 11. Termination

- 11.1 Client may, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not performed, whether or not Consultant is in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by client, immediately stop performance of the Services to the extent specified in such notice. Consultant shall have the same termination rights as Client in Section 11.
- 11.2 In the event of termination pursuant to paragraph 11.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipate profit on Services not performed on account of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in event of such termination.
- 11.3 If Client purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been terminated by Client pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

Section 12. Miscellaneous

- 12.1 Any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the attention of:

The Watershed Company
750 6th Street South
Kirkland, WA 98033
(425) 822-5242
(425) 827-8136

- 12.2 Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Client. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities or otherwise) shall be deemed an assignment of this Agreement. Any assignment without Client's prior written consent, shall relieve Consultant from its responsibilities to perform the Services in accordance, this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.
- 12.3 The obligation of consultant under Section 6, 7, 8, 11, and 12, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.
- 12.4 The rights and remedies of the Client or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to the Client or the Consultant by any other provision of this Agreement or by law.
- 12.5 This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provisions of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.
- 12.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are of any weight in the interpretation or construction of the provisions of such sections.
- 12.7 Consultant shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the

courts of the State of Washington or the District Court of the United States, Western Division, State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Clients County and of the District Court of the United States, Western Division, State of Washington.

- 12.8 This Agreement shall be interpreted, construed, and enforced in all respects in accordance with laws of the State of Washington.

City of Ilwaco:

Printed Name: _____ Mike Cassinelli _____

Title: _____ Mayor _____

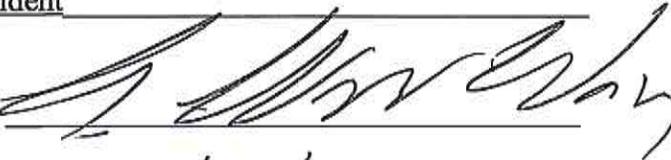
Signature: 

Dated: _____ 1/6/14 _____

The Watershed Company:

Printed Name: A. William Way _____

Title: President _____

Signature: 

Dated: _____ 1/2/13 _____

**EXHIBIT A:
CITY OF ILWACO SHORELINE MASTER PROGRAM
SCOPE OF WORK**

Task 1: Project Coordination

As necessary throughout the length of the project, The Watershed Company (Consultant) will coordinate with the City of Ilwaco (City), the Department of Ecology (Ecology), and other state agencies, tribes, etc., and participate in project meetings as needed. In addition, the Consultant will consult with all other appropriate entities which may have useful scientific, technical, or cultural information, including federal agencies, watershed management planning units, salmon recovery lead entities, universities and other institutions, local individual outdoor recreationists and conservationists, environmentalists, and organizations with special expertise representing these interests. This basic project management time and internal coordination, including preparation of the Consultant's quarterly progress reports, is included within Tasks 3 through 10.

Assumptions:

1. Consultant will assist the City in coordinating with adjoining jurisdictions, state and federal agencies, and Indian tribes.
2. The City will lead the assembly of any and all working groups, coordinate all meetings, including preparation of agendas, participant and public notification, designation of meeting times and locations, and distribution of materials.
3. Consultant may provide technical assistance at requested meetings, as identified in this Scope of Work, and provide material content as needed.
4. The City will be responsible for maintaining an active project website to assist with public outreach and notification, including the posting of documents and maps.
5. Consultant will assist with providing website technical material content.
6. City, with Consultant assistance, will complete and submit all SMP Submittal Checklists by task.
7. The City will attend, or may attend, Ecology-sponsored coordination meetings and will coordinate all official submittals to Ecology throughout the contract period.

Deliverables by Consultant:

1. Documents will be prepared as MS Word document files suitable for printing on 8.5" x 11" white, recycled paper equivalent in weight to 20 lb. bond, margins of no less than 1 inch, and printed on both sides.
2. Maps will be transmitted as PDF files or as other acceptable digital formats. These maps may be printed on 8.5" x 11", 8.5" x 14" or 11" x 17" paper, but may be scaled to 22" x 34" plan sheets for improved viewing. Digital maps and other technical reports will be made suitable for posting on the City project website.
3. GIS. Consultant will coordinate with City and Ecology's GIS offices or staff in an effort to promote compatibility and to encourage sharing of geospatial data. Consultant will provide documentation of all digital data, related tables and map products.
4. Monthly invoices and quarterly progress reports will be provided by Consultant in both digital and hardcopy formats consistent with the State reporting requirements in the Grant Agreement.

Due Date(s): Ongoing throughout the project.

Task 1 Budget: Costs are included in the budget for each Task.

Task 2: [BLANK]

Task 3: Public Participation Plan

The City, with Consultant assistance, will prepare a draft Public Participation Plan that identifies specific objectives, outreach strategies, key parties (e.g. Planning Commission, elected officials, shoreline property owners, state and federal agencies, tribes, local residents, neighboring jurisdictions, etc.), and establishes a timeline for public participation activities.

Exhibit A

Assumptions:

1. Consultant will review and comment on a draft Public Participation Plan provided by the City.
2. City will prepare the version of Public Participation Plan to be submitted to Ecology.
3. Consultant may provide assistance with graphic materials associated with the Public Participation Plan.

Anticipated Number of Meetings with Consultant: None.

Deliverables by Consultant:

1. Reviewed Public Participation Plan.

Due Date(s):

1. January 10, 2014 – Draft Public Participation Plan (but edits to the plan may occur throughout the project period)

Task 3 Budget: \$3,400

Task 4: Preliminary Assessment of the Shoreline Jurisdiction

Consultant will lead the identification of the preliminary geographic scope for the comprehensive SMP update. Consultant will use available information to map required and optional Shorelines of the State as defined by statute and rule in order to identify the initial area under SMA shoreline jurisdiction. The shoreline jurisdiction area will be refined during later tasks. The preliminary jurisdiction mapping will include:

Statutory minimum areas consisting of the following Shorelines, Shorelines of Statewide Significance, and Shorelands (per RCW 90.58.030(2)). This includes national forests and other federal or tribal areas that are not under sole jurisdiction of the federal government or tribes.

1. Rivers and streams with mean annual flow over 20 cubic feet per second.
2. Lakes and reservoirs exceeding 20 acres.
3. Marine shorelines.
4. Associated wetlands of these areas.
5. Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas up to 200 feet landward of the floodway where floodplain is present.

As required by Ecology, the following optional areas will be considered for inclusion in the SMP:

1. Floodplains: All or part of the floodplain landward of the 200-foot mark from the floodway (per RCW 90.58.030(2)(f)(i)).
2. Buffers: Buffers necessary for the protection of Critical Areas as defined in Growth Management Act regulations (per RCW 90.58.030(2)(f)(ii)).
3. Future annexation areas: SMPs may include Shoreline Environment predesignation within designated unincorporated Urban Growth Areas.

The Ecology project officer will be contacted for the most recent maps of stream segments meeting the 20 cfs threshold and other available information. If federal or tribal areas are proposed for exclusion, documentation that the area is under sole jurisdiction which precludes application of local and state authorities will be provided.

Assumptions:

1. The City will provide copies of existing shoreline jurisdiction maps and related materials, if available.
2. Consultant will provide draft preliminary jurisdiction maps and related materials for review by the City prior to the submittal of preliminary jurisdiction maps to Ecology.
3. If necessary, the City will prepare one set of review comments on the preliminary jurisdiction maps and related materials.
4. City-wide maps for both jurisdiction (Task 4) and the inventory and characterization (Task 5) will be produced at 22" x 34" scale, which may be printed on 11" x 17" sheets.

Anticipated Number of Meetings with Consultant: One project kick-off meeting.

Exhibit A

Deliverables by Consultant:

1. One digital copy of preliminary jurisdiction maps of Shorelines of the State subject to local SMP for review and comment by the City.
2. One digital copy of preliminary jurisdiction maps of Shorelines of the State subject to local SMP for submittal to Ecology.

Due Date(s):

1. January 31, 2014 - Preliminary maps of Shoreline of the State

Task 4 Budget: \$4,620

Task 5: Shoreline Inventory, Analysis and Characterization

A. Conduct shoreline inventory

Consultant will work with City staff, State and federal agencies, and other stakeholders and interested parties to compile all pertinent and reasonably available data, plans, studies, inventories, maps and other applicable information as follows:

1. Prepare a draft list of potential inventory data sources for review by the City to help guide the gathering of information.
2. Prepare a Request for Information Letter and draft distribution list for the City to send to prospective interested parties and stakeholders.
3. Produce a shoreline inventory Map Folio per Ecology requirements. Map scales may vary depending upon location, intensity of land use or landscape processes.
4. Collect the following information to the extent that such information is relevant and reasonably obtainable:
 - a. Shorelines of the State (all marine shorelines, streams >20 cfs mean annual flow, lakes >20 acres, and shorelands) as defined in RCW 90.58.030, located in the City's jurisdiction.
 - b. General location of channel migration zones, floodplains, and the floodway.
 - c. Critical areas, including wetlands, aquifer recharge areas, fish and wildlife conservation areas, geologically hazardous areas, and frequently flooded areas, as defined in RCW 36.70A, the Growth Management Act.
 - d. Shoreline and adjacent land use patterns/density and transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation and shoreline modifications within shoreline jurisdiction. Platted lots including undeveloped lots (except those not developable under local subdivision ordinance).
 - e. Degraded areas and sites with potential for ecological restoration.
 - f. Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, and eroding shorelines.
 - g. Existing and potential shoreline public access sites, including public rights-of-way and utility corridors. The inventory will include descriptions of recorded public access easements, their prescribed use, maintenance and terms.
 - h. Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development.
 - i. Archaeological and historic resources in shoreline jurisdiction.

Assumptions:

1. Compilation of inventory resources will predominantly involve the digital and postal transfer of information. Maps will primarily incorporate existing digital data only.
2. Field reconnaissance is not anticipated, but may be conducted to verify questionable locations upon request.
3. If necessary, the City will prepare one set of comments for each draft of the Map Folio and list of data sources.

Anticipated Number of Meetings with Consultant: None.

Deliverables by Consultant:

1. One digital copy of a draft Request for Information Letter and distribution list for use by the City.

Exhibit A

2. One digital copy of a working draft of the Map Folio and list of data sources for review and comment by the City.
3. One digital copy of a final draft of the Map Folio and list of data sources for review and comment by the City.
4. One digital copy and one hard copy of the draft list of inventory data sources and working maps for submittal to Ecology for review and comment.

Due Date(s):

1. April 30, 2014 - List of data sources and working draft of the Map Folio.

B. Conduct shoreline analysis

Consultant, in cooperation with the City, will conduct a shoreline analysis of shorelines within the jurisdiction of the City resulting in a shoreline inventory and characterization report. The report will define the ecological functions of the jurisdictional shorelines, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions.

Consultant will conduct an analysis of the inventory information and data collected in Task 5.A. as it relates to development of an effective SMP. This includes developing a characterization of the ecosystem processes and shoreline functions, identifying opportunities for shoreline protection and restoration, identifying current and potential public access sites, and conducting a shoreline use analysis. Consultant will also identify potential measures and actions to protect and restore shoreline functions and ecosystem wide processes (e.g. appropriate land use activities or environment designations, regulations, development standards, etc.).

1. Characterize ecosystem-wide processes

This characterization will include a coarse-scale analysis of the broader area that influences the shoreline jurisdiction. It will include a narrative with reference to maps that describes and illustrates the processes in the larger drainage area that are linked to the shoreline through hydrologic flows. These processes include the uptake, transport and deposition of sediment, nutrients, woody debris, and pollutants. Specifically, this characterization will:

- a. Present the geographic context for shoreline jurisdiction areas – with geology, soils, topography, vegetation, and drainage patterns of the watersheds. Describe how these large scale upland areas relate to and affect the shoreline. Review existing regional watershed or natural resource related plans for inclusion of relevant information.
- b. Identify areas throughout the watersheds, or, within and beyond shoreline jurisdiction, that are important to maintaining shoreline ecological functions (e.g. wetlands, forest cover, floodplains, higher permeability deposits, discharge, organic/clay soils, etc.)
- c. Identify areas that are key impairments (e.g. forest clearing, impervious cover, channelized streams, altered wetlands, roads and ditches, dams/diversions, groundwater withdrawals, and listed impairments such as those published in the 303(d) list).
- d. Identify opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline processes and function.

2. Characterize shoreline functions

This will be a more detailed analysis of the shoreline jurisdiction that includes a narrative with reference to maps and GIS data. Delineate shoreline reaches based on land use and ecological processes (such as man-made physical features, stream confluences, or littoral drift cell boundaries). Functions that are associated with each shoreline reach will be described. Specifically, this characterization will:

- a. Detail the physical, biological, and land-use components within the shoreline jurisdiction.
- b. Evaluate and assess shoreline ecological function using current scientific understanding of the relationship between the conditions of ecosystem-wide processes and functions within the City's shoreline jurisdiction. Identify functions that are healthy, functions that are adversely impacted and functions that may have existed and are now missing.

3. Conduct Shoreline Use Analysis

- a. Identify current patterns of land uses in shoreline areas.
- b. Identify likely shoreline uses and estimate future demand for shoreline space.
- c. Identify opportunities for SMA preferred uses and potential use conflicts.

Exhibit A

4. Analyze opportunities for public access

- a. Identify current public access sites and opportunities for future access sites.

5. Prepare shoreline inventory and characterization report

Consultant will prepare a shoreline inventory and characterization report with accompanying maps that provides an analysis of the inventory data, ecosystem characterization and shoreline functions, shoreline use and public access findings as it relates to development of an effective SMP. The report will present findings and recommendations in a way that is useful for making SMP planning decisions. This report will provide a foundation for establishing environment designations, policies and implementing regulations. The report should identify data gaps, focusing on information that would be useful to support shoreline program development and implementation. The report should:

- a. Present the geographic and jurisdictional context for the SMP.
- b. Characterize ecosystem processes and functions.
- c. Present reach level analysis information. Detailed information on shoreline reaches will identify opportunities and constraints in:
 - i. Protecting intact and restoring degraded ecological processes and functions.
 - ii. Addressing the requirements for shorelines of statewide significance per WAC 173-26-251.
 - iii. Providing public access.
 - iv. Accommodating appropriate water-oriented uses.
- d. Identify potential use conflicts to inform environment designation and allowed use decisions.
- e. Develop shoreline management measures for protection and restoration of ecological functions, SMP policies, regulations, and environment designations based on the findings of the inventory and characterization. (For example, recommendations may include appropriate land use activities or environment designations, regulations, development standards, restoration and protection actions and strategies.)
- f. Organize relevant data for efficient review and use in the cumulative impact analysis. (A table is recommended.)

The report will also include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will inform the report and illustrate findings that correspond with the narrative. For example, the user will be introduced to the area with coarser resolution vicinity maps indicating the City location in the state and delineating City and watershed boundaries. Maps at the shoreline reach scale will clearly differentiate the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages. Maps at this scale will present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function. The reach scale maps will also indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing land uses, designated critical areas, and shoreline modifications. Potential areas for shoreline uses, public access, restoration and/or protection will be indicated. The portfolio will include a comprehensive list and map of existing and potential public access to shorelines.

Assumptions:

1. Level of analysis in report is dependent upon inventory information and data collected in Task 5A.
2. The City will provide information as needed to support the Consultant's effort.
3. Consultant will provide content materials for any attended meetings.
4. The City will provide one set of comments on the draft Shoreline Inventory and Characterization Report including Map Folio.
5. The City will provide one set of comments on the final draft Shoreline Inventory and Characterization Report including Map Folio.

Anticipated Number of Meetings with Consultant:

1. One meeting with staff to review the draft Shoreline Inventory and Characterization Report and plan the visioning meeting that will occur as part of Task 6.A.

Exhibit A

Deliverables by Consultant:

1. One hard copy and one digital copy of the draft Shoreline Inventory and Characterization Report and Map Folio for submittal to Ecology for review and comment.
2. One hard copy and one digital copy of the final draft Shoreline Inventory and Characterization Report and Map Folio for submittal to Ecology for review and comment.

Due Date(s):

1. September 30, 2014 - Draft Shoreline Inventory and Characterization Report
2. February 21, 2015 - Final draft Shoreline Inventory and Characterization Report

Task 5 Budget: \$18,585

Task 6: Draft Shoreline Master Program

A. Conduct community visioning process

Consultant will assist the City to develop a community visioning process that includes as many citizens as possible to help determine goals for future use of local shoreline jurisdiction. The visioning process will be conducted in an open house format, in which the Consultant will present the findings of the shoreline inventory and characterization, provide an overview of the SMP, and gather public input related to identifying shoreline problems and opportunities. The product will be a community visioning report that summarizes visioning activities, comments, recommendations, and goals. The report should be used to help determine shoreline environment designations, appropriate uses and activities, development standards, shoreline resource protection, and opportunities for public access and restoration.

Assumptions:

1. The community visioning process will be consistent with the Public Participation Plan.
2. Consultant will prepare content materials and participate in the community visioning meeting as needed.
3. The City will provide such other materials as needed for the meeting.
4. The City will review and provide one set of comments on the draft community visioning report.

Anticipated Number of Meetings with Consultant: One visioning meeting.

Deliverables by Consultant:

1. Content materials for the community visioning meeting.
2. One digital copy of a draft community visioning report that summarizes visioning activities, comments, recommendations, and goals for review and comment by the City.
3. One digital copy of a final community visioning report for submittal to Ecology.

Due Date(s):

1. December 30, 2014 - Community Visioning Report

B. Develop general SMP goals, policies and regulations

The City will take the lead in ensuring the draft SMP is tailored to the City's needs. The Consultant will support the City in this effort by preparing a preliminary working draft SMP based on initial City input, visioning results, the Inventory and Characterization Report and Ecology Guidelines.

Assumptions; Anticipated Number of Meetings with Consultant; Deliverables by Consultant; Due Date(s): See Task 6.C.

C. Develop environment designations

Consultant, with assistance from the City, will develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization that are consistent with WAC 173-26-211.

Consultant, with assistance from the City, will prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations. Boundaries of shoreline environment designations will be clearly mapped. A map clearly illustrating

Exhibit A

existing designations compared to proposed designations should be prepared. A narrative rationale describing reasons for maintaining or changing the designations will be included.

1. The City, with Consultant assistance, will develop environment-specific shoreline use and modification policies, and regulations and standards, including preparation of draft policies and regulations for environment designations, all uses discussed in the SMP Guidelines, and shoreline modifications. The draft policies and regulations for shoreline environment designations will, at a minimum, identify: shoreline use and modification activity goals and policies; shoreline uses and modifications that are prohibited and allowed by Substantial Development Permit or Conditional Use Permit; bulk dimensional standards (buffers, setback, density, etc.); shoreline modification activity standards; any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guidelines requirements; shoreline use and dimensional standards listed in matrices, by environment designation.
2. The City, with Consultant assistance, will develop SMP administrative provisions, preparing draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement.

Assumptions:

1. Consultant will provide the City with a preliminary draft SMP, including environment designations, prepared consistent with Grant requirements and that contains all of the SMP regulations explicitly required by the Guidelines. The preliminary draft SMP will be liberally annotated to indicate where the City may wish to customize and elaborate on the basic content, with options and sideboards described.
2. Once the preliminary draft SMP has been provided to the City, the City will become the steward of the document, making all edits and revisions as necessary.
3. Consultant will provide assistance to the City with technical issues as needed for the City to prepare a draft SMP for submittal to Ecology.
4. The City will review and provide comments on all draft maps.

Anticipated Number of Meetings with Consultant:

1. Up to three meetings with the Planning Commission are anticipated.
2. One public open house is anticipated at the completion of the draft SMP.

Deliverables by Consultant:

1. One digital copy of draft environment designations maps for review and comment by the City.
2. One hard copy and one digital of draft environment designations maps for inclusion in the draft SMP submitted to Ecology.
3. Preliminary draft SMP for use by City.

Due Date(s):

1. December 30, 2014 - Complete draft SMP
2. April 30, 2015 - Complete 2nd draft SMP

Task 6 Budget: \$25,160

Task 7: Prepare cumulative impacts analysis:

Consultant will take the lead in evaluating and analyzing draft SMP policies, regulations and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development.

Assumptions:

1. The City will provide information, as available, to support the cumulative impacts analysis. This may include an evaluation or documentation of related permit history, known expected developments, future planned restoration or enhancement projects, or similar information helpful to assess cumulative future impacts.

Exhibit A

2. The City will provide one set of review comments on the draft cumulative impacts analysis report.

Anticipated Number of Meetings with Consultant: None.

Deliverables:

1. One digital copy of a draft cumulative impacts analysis report for review and comment by the City.
2. One hard copy and one digital copy of a draft cumulative impacts analysis of the SMP demonstrating how no net loss of ecological functions will be achieved for submittal to Ecology for review and comment.
3. One hard copy and one digital copy of a revised cumulative impacts analysis of the SMP, if needed.

Due Date(s):

1. December 30, 2014 - 1st draft cumulative impacts analysis
2. April 31, 2015 - 2nd draft cumulative impacts analysis

Task 7 Budget: \$5,800

Task 8: Prepare Restoration Plan

Based on the Inventory and Characterization report, the Consultant will lead the development of a plan for restoration of impaired ecological functions in specific shoreline reaches. The Restoration plan should include:

1. Identification of degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
2. Goals and priorities for restoration of degraded areas and impaired ecological functions.
3. Existing and ongoing restoration projects and programs.
4. Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.
5. Times and benchmarks for achieving restoration goals.
6. Mechanisms to ensure that restoration projects and programs will be implemented.

Consultant, with City assistance, will coordinate with organizations conducting or planning restoration work in order to develop restoration strategies. The restoration plan will identify overlaps in how and where restoration work is being conducted. An implementation strategy will include recommendations for coordination between groups doing restoration work. A list of specific prioritized restoration projects may be included as an appendix to the SMP.

Assumptions:

1. The City will assist the Consultant in coordinating with local organizations, tribes, or other interested parties, as needed.
2. The City will prepare one set of review comments on the draft Restoration Plan.

Anticipated Number of Meetings with Consultant: None anticipated at this stage.

Deliverables by Consultant:

1. One digital copy of a draft Restoration Plan and implementing strategy for review and comment by the City.
2. One hard copy and one digital copy of a draft Restoration Plan (1st draft) and implementing strategy for submittal to Ecology for review and comment.
3. One hard copy and one digital copy of a revised Restoration Plan (2nd draft).

Due Date(s):

1. June 30, 2015 - 1st draft Restoration Plan
2. TBD - 2nd draft Restoration Plan

Task 8 Budget: \$3,480

Task 9: Develop Final Draft SMP and Supporting Documents

A. Revisit draft SMP and cumulative impacts analysis

Exhibit A

City, with Consultant assistance, will lead the re-evaluation and revision of the draft SMP environment designations, policies, and regulations in response to Ecology comments on the draft materials developed in Task 6, as necessary to assure that they are adequate to achieve no net loss of ecological functions. Consultant will then revise the cumulative impacts analysis as needed to reflect changes in the draft SMP. Consultant will prepare final jurisdiction maps of Shorelines of the State identified in Task 3 that will be subject to the SMP.

Assumptions:

1. Consultant will assist the City with the re-evaluation and revision of the draft SMP.

Anticipated Number of Meetings with Consultant: None.

Deliverables by Consultant:

1. Revised cumulative impacts analysis.
2. Final SMP jurisdiction maps.

Due Date: TBD.

B. Prepare a report that demonstrates how no net loss will be achieved.

Consultant will prepare a report that demonstrates how the recommended shoreline management measures in Task 5.5, together with the findings of the cumulative impacts analysis and the restoration plan, are reflected in the proposed SMP and achieve no net loss.

Assumptions:

1. The City will review and provide one set of comments on the draft report.

Anticipated Number of Meetings with Consultant: None.

Deliverables by Consultant:

1. One digital copy of a draft report that demonstrates how no net loss will be achieved through SMP implementation for review and comment by the City.
2. One hard copy and one digital copy of a report that demonstrates how no net loss will be achieved through SMP implementation for submittal to Ecology.

Due Date(s): TBD.

Task 9 Budget: \$2,590

Task 10: Local Shoreline Master Program Adoption

A. Assemble complete draft SMP

City will assemble a complete final draft SMP as recommended by the Planning Commission and City Council. This draft SMP will include responses to Ecology comments on the preliminary draft.

Assumptions:

1. The City will be responsible for all products and distribution.

Anticipated Number of Meetings with Consultant: None.

Deliverables by Consultant: None.

Due Date(s): TBD.

B. Complete SEPA review and documentation

City will conduct and document SEPA review pursuant to chapter RCW 43.21.

Assumptions:

1. Consultant will provide an example SEPA Checklist for City reference.

Exhibit A

2. The City will prepare a draft SEPA Checklist.
3. Consultant will review the draft SEPA Checklist and provide assistance as needed.

Anticipated Number of Meetings with Consultant: None.

Deliverables by Consultant: One set of comments on the draft SEPA Checklist.

Due Date(s): TBD.

C. Provide GMA 60-day notice of intent to adopt:

The City will notify Ecology and the Department of Commerce of its intent to adopt the SMP at least 60 days in advance of final local approval.

Assumptions:

1. No Consultant participation expected.

Anticipated Number of Meetings with Consultant: None

Deliverables by Consultant: None.

Due Date(s): TBD.

D. Hold public hearing

The City will hold one public hearing prior to local adoption of the draft SMP, consistent with the requirements of WAC 173-26-100. The names and mailing addresses of all interested parties providing comment will be compiled.

Assumptions:

1. As needed, Consultant will provide supporting material content and respond to comments and questions.
2. The City will compile the names and mailing addresses of all interested parties providing comment.
3. City staff will lead the presentations at the workshops and public hearing meetings with the Consultant providing support.
4. Consultant will assist the City by providing supporting notes and responses during the City preparation of public hearing records.

Anticipated Number of Meetings with Consultant:

1. A total of four workshop events and public hearings before the Planning Commission and/or City Council.

Deliverables by Consultant:

1. Background and presentation materials as needed for public hearings and workshop meetings.

Due Date(s):

1. Content materials two weeks prior to dates for the workshops and public hearings.

E. Prepare a responsiveness summary:

Prior to adoption of the draft SMP by the local elected body, City with Consultant assistance, will prepare a summary responding to relevant comments received during the public hearings and the public comment period, discussing how the draft SMP address the issues identified in each comment.

Assumptions:

1. Consultant will review and comment on draft responsiveness summary prepared by City.

Anticipated Number of Meetings with Consultant: None.

Deliverables by Consultant:

1. One copy of reviewed draft responsiveness summary prepared by City.

Due Date(s):

Exhibit A

1. Within seven days following close of the public hearings or comment period, whichever is later.

F. Adopt SMP and submit to Ecology:

The City will complete the adoption process for the SMP update and submit the locally-adopted Draft SMP to Ecology.

Assumptions:

1. No Consultant participation expected.

Anticipated Number of Meetings with Consultant: None.

Deliverables by Consultant: None.

Due Date(s): Within 10 days of adoption.

Task 10 Budget: \$6,360

Contingency

The Consultant will be available to assist the City with additional services as requested. A separate contingency line item has been allocated to account for any such unforeseen needs. Contingency funds will only be used at the City's discretion to cover unanticipated items such as additional meetings. Any unused contingency funds will remain with the City.

Contingency Budget: \$10,000

Project Expenses

All expenses are included within the Tasks outlined above. These include mileage and other travel related expenses, standard State per diem rates, supplies, printing/plotting, and other reprographic services for production of deliverables as stipulated above.

Consultant Project Budget

Total:	\$ 69,955
Contingency:	<u>\$ 10,000</u>
	\$ 79,995

Exhibit B



AGREEMENT NO. G1400373

SHORELINE MASTER PROGRAM GRANT AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND THE

CITY OF ILWACO

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and CITY OF ILWACO hereinafter referred to as the "RECIPIENT" to carry out activities described herein.

GENERAL INFORMATION

Project Title:	Comprehensive SMP Update for the City of Ilwaco
Total Cost:	\$125,000
Total Eligible Cost:	\$125,000
Eligible Ecology Share <i>this biennium</i> :	\$100,000
Recipient Share:	\$0
Funding Source:	State: Environmental Legacy Stewardship Account (ELSA)
The Effective Date of this Agreement is:	July 1, 2013
The Expiration Date of this Agreement is no later than:	June 30, 2015
Project Type:	Planning
Project Short Description:	Comprehensive Shoreline Master Program Update for City of Ilwaco

Agreement No. G1400378
 Project Title. Comprehensive Shoreline Master Program Update
 Recipient Name. City of Ilwaco

RECIPIENT INFORMATION

RECIPIENT Name:	City of Ilwaco
Federal Tax ID:	91-6001443
DUNS Number:	003206976
Mailing Address:	PO Box 548, Ilwaco, WA 98624
Physical Address:	120 First Ave N, Ilwaco WA 98624
RECIPIENT Email:	clerk@ilwaco-wa.gov
RECIPIENT Fax:	360-642-3155

Recipient Contacts

Project Manager	Name: PJ Kezele Department: Planning Address: PO Box 548 City, State, Zip: Ilwaco, WA 98624 Phone: 360-642-3145 Email: clerk@ilwaco-wa.gov
Billing Contact	Name: Elaine McMillan Department: Treasurer Address: PO Box 548 City, State, Zip: Ilwaco, WA 98642 Phone: 360-642-3145 Email: treasurer@ilwaco-wa.gov
Authorized Signatory	Name: Mike Cassinelli Title: Mayor Phone: 360-642-3145 Email: mayor@ilwaco-wa.gov

Agreement No. G1400378
 Project Title. Comprehensive Shoreline Master Program Update
 Recipient Name. City of Ilwaco

ECOLOGY INFORMATION

Mailing Address:	Department of Ecology, Headquarters Office Shorelands and Environmental Assistance (SEA) Program PO Box 47600 Olympia, WA 98504-7600
Physical Address:	Shorelands and Environmental Assistance Program 300 Desmond Drive SE Lacey, WA 98503

Ecology Contacts

Project Manager / Technical Advisor	Name: Program / Region: Address: City, State, Zip: Phone: Email:	Kim Van Zwalenburg SEA Program / Southwest Regional Office WA State Department of Ecology PO Box 47775 Olympia, WA 98504-7775 360-407-6520 kim.vanzwalenburg@ecy.wa.gov
Financial Manager	Name: Program / Region: Address: City, State, Zip: Phone: Email:	Bev Huether SEA Program / Headquarters Office WA State Department of Ecology PO Box 47600 Olympia, WA 98504-7600 360-407-7254 bhue461@ecy.wa.gov

