



AGENDA – Monday, April 19, 2021

7:00 p.m. City Council Meeting

Zoom Webinar ONLY

Meeting ID: 814 5330 4182

Password: 12345678

7:00 p.m. CALL TO ORDER; PLEDGE OF ALLEGIANCE; AND ROLL CALL

Call to order	Mayor Phillips, Council Member Svendsen, Council Member McGuire,
And roll call	Council Member Murry, Council Member Cline & Council Member Kemmer.

PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether it is on the agenda for any item(s) the public may wish to bring forward and discuss. Preference will be given to those who must travel. **Please limit your comments to three minutes. The City Council does not take any action or make any decisions during public comment.** To request Council action during the Business portion of a Council meeting, contact the City Administrator at least one week in advance of a meeting.

CONSENT AGENDA – TAB A

All matters, which are listed within the consent section of the agenda, have been distributed to each member of the Long Beach City Council for reading and study. Items listed are considered routine by the Council 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. Staff recommends approval of the following items:

- Minutes, April 5, 2021 City Council Meeting
- Payment Approval List for Warrant Registers 60104-60138 & 88001-88068 for \$399,179.40

- AB 21-22 – Rescue Drone for Fire Department – TAB B
- AB 21-23 – MOU with Pacific County Health Dept – TAB C

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB D

- Parks, Streets and Stormwater Report for March 2021
- Water Department Report for March 2021
- Wastewater Department Report for March 2021
- Staff Report on 4th ST NW ROW Vacation
- ChargePoint Report

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop.
May 3, 2021, May 17, 2021 & June 7, 2021

ADJOURNMENT

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, contact the City Clerk at (360) 642-4421 or advise City Administrator at the meeting.

TAB - A

LONG BEACH CITY COUNCIL MEETING

(Remotely Held Meeting)

April 5, 2021

6:30 COUNCIL WORKSHOP

C. Svendsen, C. McGuire, C. Murry, C. Cline, and C. Kemmer were all in attendance remotely.

WS-21-04- Debt Payoff Discussion

Ariel Smith, Community Development Director, presented the workshop bill. The City's actual ending fund balances were better than estimated. There are additional funds remaining in the water and sewer funds, therefore staff have investigated paying off old debt. The water fund is looking at paying off three loans; two of which are from 1985- total cost \$89,664. The sewer fund would pay off \$111,403. In addition, the city would like to purchase an excavator. We have a quote for \$61,611.

- No decisions or motions were made at this time.

7:00 CALL TO ORDER

Mayor Phillips called the meeting to order.

ROLL CALL

David Glasson, City Administrator, called roll with Mayor Phillips, C. Svendsen, C. McGuire, C. Murry, C. Cline, and C. Kemmer in attendance remotely.

PROCLAMATION- NATIONAL INFERTILITY AWARENESS WEEK

Jerry Phillips, Mayor of the City of Long Beach, proclaimed April 18-24, 2021 as National Infertility Awareness Week in Long Beach.

PUBLIC COMMENT

Karla Jensen, from the Long Beach Merchants Association, made a comment.

CONSENT AGENDA

Minutes, March 15, 2021 City Council Meeting

Payment Approval List for Warrant Registers 60077-60103 & 87928-88000 for \$290,636.58

C. McGuire made the motion to approve the Consent Agenda. C. Svendsen seconded the motion; 5 Ayes, motion passed.

BUSINESS

AB 21-16 – Coastal AG LLC Agreement

David Glasson, City Administrator, presented the Agenda Bill. This agreement forms the regional transportation planning organization and outlines the planning purpose. It is also designed to adhere to State and Federal planning regulations.

C. McGuire made the motion to authorize C. Cline as the new alternate for the SWRTPO, City of Long Beach board representation. C. Kemmer seconded the motion; 5 Ayes, motion passed.

AB 21-17 – Engineering Scope of Work for the Boardwalk

AB 21-18 – Engineering Amendment for NPW System

AB 21-19 – Surplus Equipment - Trolley

AB 21-20 – Templin Foundation Award

AB 21-21 – Resolution 2021-03 – 4th Street Vacation

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- National Trail Recognition for the Discovery Trail
- Sales Tax Collections
- Lodging Tax Collections
- Transportation Benefit Collections
- Police Chief's Report for March 2021
- Letter of Interest from Crisis Support Network

ADJOURNMENT

Mayor Phillips adjourned the meeting at 7:17 p.m.

Mayor

City Clerk



Warrant Register

Check Periods: 2021 - April - First

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 AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF LONG BEACH, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY THE SAID CLAIM.

Council Member	Council Member	Council Member	Clerk/Treasurer
60104	Bell, Helen S	4/5/2021	\$302.07
60105	Binion, Jacob M	4/5/2021	\$1,886.37
60106	Booi, Kristopher A	4/5/2021	\$1,687.85
60107	Cline, Kevin M	4/5/2021	\$266.16
60108	Goulter, John R	4/5/2021	\$1,981.28
60109	Hermens, Jessie R	4/5/2021	\$1,465.46
60110	Huff, Timothy M	4/5/2021	\$1,753.03
60111	Kaino, Kris A	4/5/2021	\$1,012.84
60112	Kemmer, Holli L	4/5/2021	\$266.16
60113	Kemmer, Larry L	4/5/2021	\$1,608.14
60114	Luehe, Paul J	4/5/2021	\$1,671.61
60115	McGuire, Tina M	4/5/2021	\$266.16
60116	Moore, Vincent E	4/5/2021	\$49.69
60117	Murry, Del R	4/5/2021	\$266.16
60118	Padgett, Timothy J	4/5/2021	\$1,619.09
60119	Quittner, Jonathan H	4/5/2021	\$1,135.71
60120	Svendsen, Sue M	4/5/2021	\$266.16
60121	Wood, Matthew T	4/5/2021	\$1,703.00
60122	Wright, Flint R	4/5/2021	\$2,933.60
60123	Zuern, Donald D	4/5/2021	\$2,438.38
60124	AFLAC	4/5/2021	\$536.44
60125	Association of WA Cities	4/5/2021	\$30,360.30
60126	Awc - ST & Life	4/5/2021	\$786.18
60127	City of LB Retirement Payback	4/5/2021	\$50.77
60128	City of Long Beach - Fica	4/5/2021	\$13,988.50
60129	City of Long Beach - FWH	4/5/2021	\$9,357.41
60130	Council Gift Fund	4/5/2021	\$60.00
60131	Dept of Labor & Industries	4/5/2021	\$2,133.99
60132	Dept of Retirement Systems	4/5/2021	\$16,532.41

Execution Time: 4 second(s)

Printed by CLB1\HelenB on 4/15/2021 11:14:28 AM
Register

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Dept of Retirement Systems Def Comp
WEX Health, Inc.
Dynamic Collectors, Inc.
Employment Security Dept
Massmutual Retirement Services
Teamsters Local #58
Newton All Phases of Concrete
Home Depot
Home Depot
Donnie's Signs
Parker, Michael
Bonney, Matt
Bud Clary Ford
Gray, Karen
Meling, Casey
Oman & Son Builders
Wright, Flint
Active Enterprises, Inc.
Airgas USA LLC
Alpine Products Inc
Arbor Day Foundation
Astoria Janitor & Paper Supply
Atlantis Auto Glass
Bailey's Saw Shop
Bank of The Pacific
Bayview Asphalt Inc.
Berkadia Commercial Mortgage
CenturyLink
Chinook Observer
CresComm Wifi, LLC.
Department of Commerce
Department of Licensing - Firearms Section
Dept of Ecology
Englund Marine Supply
Evergreen Septic Inc
Ford Electric
Goulter, Allen J III
Gray & Osborne
H. D. FOWLER
Hach Company
ICMA
Inland Electric, Inc
Iron Mountain
iSpyFire, Inc.
K & L Supply, Inc.
Kubwater Resources, Inc

\$3,273.33
\$125.00
\$202.25
\$241.52
\$375.00
\$186.50
\$15,486.90
\$463.22
\$3,889.39
\$876.96
\$305.00
\$21.45
\$207.00
\$34.87
\$600.90
\$1,776.17
\$85.00
\$22.66
\$61.06
\$1,602.86
\$25.00
\$227.60
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\$118.75
\$14,483.47
\$2,350.00
\$50,040.75
\$1,044.61
\$424.82
\$180.00
\$38,460.46
\$18.00
\$168.82
\$1,075.57
\$582.00
\$36,707.27
\$1,300.00
\$20,128.10
\$3,143.52
\$1,812.01
\$200.00
\$791.36
\$145.82
\$540.50
\$110.07
\$3,519.31

88041	L.N. Curtis & Sons	4/15/2021	\$3,278.35
88042	Lakeside Industries, Inc.	4/15/2021	\$448.40
88043	Long Beach Commercial Security	4/15/2021	\$18.95
88044	MAC TOOLS	4/15/2021	\$648.59
88045	McClain, Jean E	4/15/2021	\$258.37
88046	Meling, Casey	4/15/2021	\$280.00
88047	Oman & Son Builders	4/15/2021	\$1,285.83
88048	Pacific County Sheriffs	4/15/2021	\$135.00
88049	Peninsula Auto Detailing	4/15/2021	\$594.55
88050	Peninsula Sanitation	4/15/2021	\$1,800.36
88051	Peninsula Visitors Bureau	4/15/2021	\$14,708.33
88052	Penoyar, Joel	4/15/2021	\$2,420.00
88053	Penoyar, William	4/15/2021	\$1,000.00
88054	Power Systems West	4/15/2021	\$856.38
88055	Quadient Leasing USA, Inc.	4/15/2021	\$637.71
88056	Sid's Market	4/15/2021	\$30.03
88057	STAPLES BUSINESS CREDIT	4/15/2021	\$135.76
88058	SUNSET AUTO PARTS, INC	4/15/2021	\$2,917.38
88059	Total Battery & Auto	4/15/2021	\$388.08
88060	Traffic Safety Supply Co.	4/15/2021	\$4,497.87
88061	Trojan UV	4/15/2021	\$1,839.11
88062	U. S. Bank Equipment Finance	4/15/2021	\$646.33
88063	Valley Plumbing LLC	4/15/2021	\$163.53
88064	Visa	4/15/2021	\$3,871.38
88065	Wex Bank	4/15/2021	\$2,000.00
88066	WEX Health, Inc.	4/15/2021	\$50.00
88067	Whitney Equipment Co. Inc	4/15/2021	\$47,573.57
88068	Zee Medical Service Co.	4/15/2021	\$75.77
Total			\$399,179.40
Grand Total			\$399,179.40

TAB - B



**CITY COUNCIL
AGENDA BILL
AB 21-22**

Meeting Date: April 19, 2021

AGENDA ITEM INFORMATION

***SUBJECT: Purchase of
Rescue Drone for Fire
Department***

Originator:

Mayor

City Council

City Administrator

DG

City Attorney

City Clerk

City Engineer

Community Development Director

Finance Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

COST: \$2,500

Water/Wastewater Supervisor

Other:

SUMMARY STATEMENT: Discussing the possibility of purchasing a drone for the fire department. The drone can not only provide a visual for a scene but can deploy emergency life jackets. Attached to the packet are the specs for the drone that the city would like to purchase.

RECOMMENDED ACTION: *Authorize city staff to purchase the drone for the fire department.*

FAA FORM 7711-1 UAS COA Attachment
Blanket Area- Public Agency sUAS COA
2020-WSA-6747-COA

Page 1 of 6

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION	
CERTIFICATE OF WAIVER OR AUTHORIZATION	
ISSUED TO Shoalwater Bay Indian Reservation	Part 91
ADDRESS 2373 Tokeland Rd. Tokeland, WA 98590	
This certificate is issued for the operations specifically described hereinafter. No person shall conduct any operation pursuant to the authority of this certificate except in accordance with the standard and special provisions contained in this certificate, and such other requirements of the Federal Aviation Regulations not specifically waived by this certificate.	
OPERATIONS AUTHORIZED Operation of small Unmanned Aircraft System (sUAS) weighing less than 55 pounds and operating at speeds of less than 87 kts (100 mph) in Class G airspace at or below 400 feet Above Ground Level (AGL) for the purpose of public aircraft operations.	
LIST OF WAIVED REGULATIONS BY SECTION AND TITLE 14 CFR 91.113(b)	
STANDARD PROVISIONS	
<ol style="list-style-type: none">1. A copy of the application made for this certificate shall be attached and become a part hereof.2. This certificate shall be presented for inspection upon the request of any authorized representative of the Federal Aviation Administration, or of any State or municipal official charged with the duty of enforcing local laws or regulations.3. The holder of this certificate shall be responsible for the strict observance of the terms and provisions contained herein4. This certificate is nontransferable.	
Note-This certificate constitutes a waiver of those Federal rules or regulations specifically referred to above. It does not constitute a waiver of any State law or local ordinance.	
SPECIAL PROVISIONS	
Special Provisions A thru J, inclusive, are set forth on the reverse side hereof.	
This certificate is effective from <u>September 17, 2020</u> to <u>September 16, 2022</u> and is subject to cancellation at any time upon notice by the Administrator or his/her authorized representative.	
BY DIRECTION OF THE ADMINISTRATOR	
<u>FAA Western Service Area</u> (Region)	<u>Rob Riedl</u> (Signature)
<u>September 16, 2020</u> (Date)	<u>Acting Tactical Operations Manager</u> (Title)

Purpose: To prescribe UAS operating requirements in the National Airspace System (NAS) for the purpose of Public Aircraft Operations. The holder of this COA will be referred herein as the "Proponent".

Public Aircraft

1. A public aircraft operation is determined by statutes, 49 USC §40102(a)(41) and §40125.
2. All public aircraft flights conducted under a COA must comply with the terms of the statute.
3. All flights must be conducted per the declarations submitted in the application, and as specified in the following Standard/Special Provisions.
4. This COA provides an alternate means of complying with 14 CFR §91.113(b) for unmanned aircraft operations
5. All operations will be conducted in compliance with Title 14 CFR §91 and the conditions of the authorization issued herein. If the operator cannot adhere to any of these requirements a separate FAA Form 7711-2 Waiver application may be required.

SPECIAL PROVISIONS

A. General

1. All personnel connected with the UAS operation must read and comply with the contents of this authorization and its provisions.
2. A copy of the COA including the special limitations must be immediately available to all operational personnel at each operating location whenever UAS operations are conducted.
3. This authorization may be canceled at any time by the Administrator, the person authorized to grant the authorization, or the representative designated to monitor a specific operation. As a general rule, this authorization may be canceled when it is no longer required, there is an abuse of its provisions, or when unforeseen safety factors develop. Failure to comply with the authorization is cause for cancellation. The proponent will receive a written notice of cancellation.
4. During the time this COA is approved and active, a site safety evaluation/visit may be accomplished to ensure COA compliance, assess any adverse impact on ATC or airspace, and ensure this COA is not burdensome or ineffective. Deviations, accidents/incidents/mishaps, complaints, etc., will prompt a COA review or site visit to address the issue. Refusal to allow a site safety evaluation/visit may result in cancellation of the COA.

Note: This section does not pertain to agencies that have other existing agreements in place with the FAA.

5. Frequency spectrum approval is independent of the COA process and requires the proponent to obtain certification and frequency assignments (licenses) from the National Telecommunications and Information Administration (NTIA) (47 CFR Part 300) or Federal Communications Commission (47 CFR Part 2, Subpart J and 47 CFR Part 87, Subpart D) and frequency licenses (47 CFR Part 87) when applicable for the control link, ATC radios, transponders, detect and avoid systems, and navigation systems used to support this COA. Equipment licensed under 47 CFR Part 5 (Experimental) or 47 CFR Part 15 (Radio Frequency Devices) does not provide the protection necessary for NAS operations.

B. Operations.

1. The UA must be operated within visual line of sight (VLOS) of the Pilot in Command (PIC) and the person manipulating the flight controls at all times unless otherwise specified in a Special Provision (see Special Provision G). This requires the PIC to be able to use human vision unaided by any device other than corrective lenses. Although the remote PIC and person manipulating the controls must maintain the capability to see the UA, using one or more visual observers (VO)'s allows the remote PIC and person manipulating the controls to conduct other mission-critical duties (such as checking displays) while still ensuring situational awareness of the UA.
2. Must yield right of way to other aircraft, manned or unmanned.
3. First-person view camera cannot satisfy "see-and-avoid" requirement but can be used as long as the visual requirement is satisfied in other ways.
4. Maximum altitude of 400 feet above ground level (AGL) or, if higher than 400 feet AGL, remain within 400 foot radius of a structures upper most limit. In all cases, the UAS must remain within Class G airspace.
5. Minimum visibility of 3 statute miles from control station.
6. No person may act as a remote pilot in command or VO for more than one unmanned aircraft at one time.
7. No operations from a moving vehicle or watercraft unless the operation is over a sparsely populated area and the PIC and VO are co-located.
8. Lost link must remain within visual line of sight of the PIC and VO, unless operating in accordance with Special Provision G.
9. The remote pilot in command may deviate from the requirements of this rule in response to an in-flight emergency.
10. Requests to operate in an area outside the approved operating area of this authorization should be limited to emergency/life threatening operations. Coordinate these flights through the Special Government Interest (SGI) process by calling the System Operations Support Center (SOSC) at (202) 267-8276, or email: 9-ATOR-HQ-SOSC@faa.gov.

C. Notice to Airmen (NOTAM).

1. A Distant (D) NOTAM must be issued prior to conducting UAS operations not more than 72 hours in advance, but not less than 24 hours for UAS operations prior to the operation for routine operations. This requirement may be accomplished:
 - a. Through the operator's local base operations or (D) NOTAM issuing authority, or
 - b. By contacting the NOTAM Flight Service Station at 1-877-4-US-NTMS (1-877-487- 6867). The issuing agency will require:
 - (1) Name and contact information of the pilot filing the (D) NOTAM request
 - (2) Location, altitude and operating area
 - (3) Time and nature of the activity.
2. The area of operation defined in the (D) NOTAM must only be for the actual area to be flown for each day defined by a point and the minimum radius required to conduct the operation.

3. Operator must cancel (D) NOTAMs when UAS operations are completed or will not be conducted.
4. For first responders only. Due to the immediacy of some emergency management operations, the (D) NOTAM notification requirement may be issued as soon as practical before flight and if the issuance of a (D) NOTAM may endanger the safety of persons on the ground, it may be excluded. If the (D) NOTAM is not issued, the proponent must be prepared to provide justification to the FAA upon request.

D. Reporting Requirements.

1. Documentation of all operations associated with UAS activities is required regardless of the airspace in which the UAS operates.
2. The Proponent must submit the number of flights on a monthly basis through the COA Application Processing System (CAPS).

E. sUAS Night Operations.

sUAS operations may be conducted at night, as defined in 14 CFR § 1.1, provided:

1. All operations under the approved COA must use one or more VOs;
2. Prior to conducting operations that are the subject of the COA, the remote PIC and VO must be trained to recognize and overcome visual illusions caused by darkness, and understand physiological conditions which may degrade night vision. This training must be documented and must be presented for inspection upon request from the Administrator or an authorized representative;
3. The sUAS must be equipped with lighted anti-collision lighting visible from a distance of no less than 3 statute miles. The intensity of the anti-collision lighting may be reduced if, because of operating conditions, it would be in the interest of safety to do so. Additionally, in order to comply with § 91.209, the aircraft must have position lighting that enables determination of location altitude, attitude, and direction of flight.

F. Minimum Safe Altitude Operations.

A waiver from the requirements of 14 CFR 91.119(b) and (c) is approved as follows:

1. The ground speed of the small UAS must not exceed 100 mph/87 knots.
2. Except for those operations where it is necessary to safeguard human life, no person may operate a small unmanned aircraft over a human being unless that human being is:
 - a. Directly participating in the operation of the small unmanned aircraft; or
 - b. Located under a covered structure or inside a stationary vehicle that can provide reasonable protection from a falling small unmanned aircraft

Note: People “directly participating in the operation of the small unmanned aircraft” may include qualified non-crewmembers, as defined in 49 USC 40125.

3. For those operations where it is necessary to operate over a human being in order to safeguard human life, the remote pilot in command must not operate any lower or in proximity to human beings necessary to accomplish the operation.

G. First Responder Tactical Beyond Visual Line of Sight Operations (TBVLOS): A waiver from the requirements of 14 CFR 91.113(b) is approved as follows:

In extreme emergency situations, and to safeguard human life, the PIC and VO may temporarily lose sight of the UAS and operate Tactical BVLOS with these restrictions:

1. The operator must not operate any higher than 50 feet above or greater than 400 feet laterally of the nearest obstacle. Combination of 50ft above obstacle must not exceed 400ft AGL or depicted UASFM value.
2. The UAS must remain within 1500 feet from the PIC.
3. PIC will return to Visual Line of Sight (VLOS) operations as soon as practical or upon termination of the threat.

H. Special Use Airspace.

1. Coordination and de-confliction between Military Training Routes (MTR) and Special Use Airspace (SUA) is the operator's responsibility. When identifying an operational area the operator must evaluate whether an MTR or SUA will be affected. In the event the UAS operational area overlaps an MTR or SUA, the operator will contact the scheduling agency as soon as practicable in advance to coordinate and de-conflict. Approval from the scheduling agency is required for regulatory SUA, but not for MTR's and non-regulatory SUA. If no response to coordination efforts, the operator must exercise extreme caution and remain vigilant of all MTRs and/ or non-regulatory SUAs.
2. Scheduling agencies for MTRs are listed in the Area Planning AP/1B Military Planning Routes North and South America. If unable to gain access to AP/1B contact the FAA at email address mail to: 9-AJV-115-UASOrganization@faa.gov with the IR/VR routes affected and the FAA will provide the scheduling agency information. Scheduling agencies for SUAs are listed in the FAA JO 7400.10.

I. Flight Planning Requirements.

Operations must only be conducted beyond the following distances from the airport reference point (ARP) of a public use airport, heliport, gliderport, or water landing port listed in the Airport/Facility Directory, Alaska Supplement, or Pacific Chart Supplement of the U.S. Government Flight Information Publications:

1. 5 nautical miles (NM) from an airport having an operational control tower, or
2. 3 NM from an airport having a published instrument flight procedure, but not having an operational control tower, or
3. 2 NM from an airport not having a published instrument flight procedure or an operational control tower, or
4. 2 NM from a heliport.

J. Emergency/Contingency Procedures.

1. Lost Link Procedures:

In the event of a lost link, the UAS pilot will comply with the following provisions:

- a. The UA lost link will be programmed to ensure that lost link flight does not fly over persons and the landing location is within the view of the PIC.
- b. Rally and home locations will be programmed to remain within the area defined in the NOTAM where flight operations are being conducted.

- c. Lost link procedures will not transit or orbit over populated areas, Victor airways, or busy roadways/interstate highways.
 - d. Lost link procedures will be programmed to remain within the operations area and altitude, avoid unexpected turn-around and/or altitude changes, and will provide sufficient time to communicate with ATC if necessary.
2. Loss of Sight: If a VO loses sight of the UA, the PIC must be notified immediately, unless operating in accordance with Special Provision G. If the UA is promptly visually-reacquired, the mission may continue. If not, the PIC must immediately terminate the operation and the UA must return to land at home point.
3. Emergency/Fly-Away Procedures:
- a. In the event of an emergency, the PIC will immediately contact the ATC facility having jurisdiction for the airspace, state the nature of emergency and pilot intentions.
 - b. In the event of a UA fly-away, advise ATC of the following:
 - (1) Direction of flight
 - (2) Last known altitude
 - (3) Maximum remaining flight time

AUTHORIZATION

This Certificate of Waiver or Authorization does not, in itself, waive any Title 14 Code of Federal Regulations not specifically stated, nor any state law or local ordinance. Should the proposed operation conflict with any state law or local ordinance, or require permission of local authorities or property owners, it is the responsibility of the proponent to resolve the matter. This COA does not authorize flight within Temporary Flight Restrictions, Special Flight Rule Areas, regulatory Special Use Airspace or the Washington DC Federal Restricted Zone (FRZ) without pre-approval. The proponent is hereby authorized to operate the small Unmanned Aircraft System in the NAS within the areas defined in the Operations Authorized section of the cover page.

FREE SHIPPING FROM USA ORDERS \$499+ GET 3% OFF STOREWIDE WITH CODE: 3NOW



SPLASH DRONE 3 PLUS FOR RESCUE

\$2,199.00 ~~\$2,277.00~~

OPTION

Premium

INSURANCE

No Insurance

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Urban Drones has a price match guarantee that is valid for up to 30 days after purchase. The Official SwellPro distributor, service warranty center in North America. Questions? Call 954-213-4567. Splash Drone 3 Plus Rescue Bundle with Flotation Device First robust waterproof flying platform. Cost-effective, waterproof solution. Safely access hard-to-reach areas in ...

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URBAN DRONES HAS A PRICE MATCH GUARANTEE THAT IS VALID FOR UP TO 30 DAYS AFTER PURCHASE.

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NORTH AMERICA. QUESTIONS? CALL 954-213-4977


















SPLASH DRONE 3 PLUS RESCUE BUNDLE WITH FLOTATION DEVICE

- First and most robust waterproof flying platform.
- Cost-effective, waterproof rescue solution.
- Safely access hard-to-reach areas in any weather.
- Faster than ground level searches.
- Real-time video feed on the remote controller or on video goggles.
- Autopilot missions as well as manual conduction.
- Low-light and night-time camera(Advance or Premium packages).

CHOOSE YOUR OPTION IN THE DROPDOWN MENU.



SEARCH & RESCUE

ACCESSORIES		BASIC	ADVANCE	PREMIUM
	Aircraft	X1	X1	X1
	Remote Controller	X1	X1	X1
	Drone Battery	X1	X1	X3
	Controller Battery	X1	X1	X2
	Balance Charger	X1	X1	X1
	Balance Charger Cable	X1	X1	X1
	Propellers	X1	X1	X2
	Battery Charger Cable	X1	X1	X1
	Ground station	/	/	/
	Landing Gears	X1	X1	X1
	Accessories package	X1	X1	X1
	Carry Case	X1	X1	X1
	4K Gimbal Camera	/	/	/
	Payload-2	/	/	/
	Payload-3	X1	/	/
	Payload-4 HS	/	X1	X1
	Life Bouy+SAR KIT	/	X1	X1

Product Description:

Enhancing and extending the features of the previous SplashDrone 3, the latest Splash Drone 3+ is the most reliable and versatile waterproof drone yet.



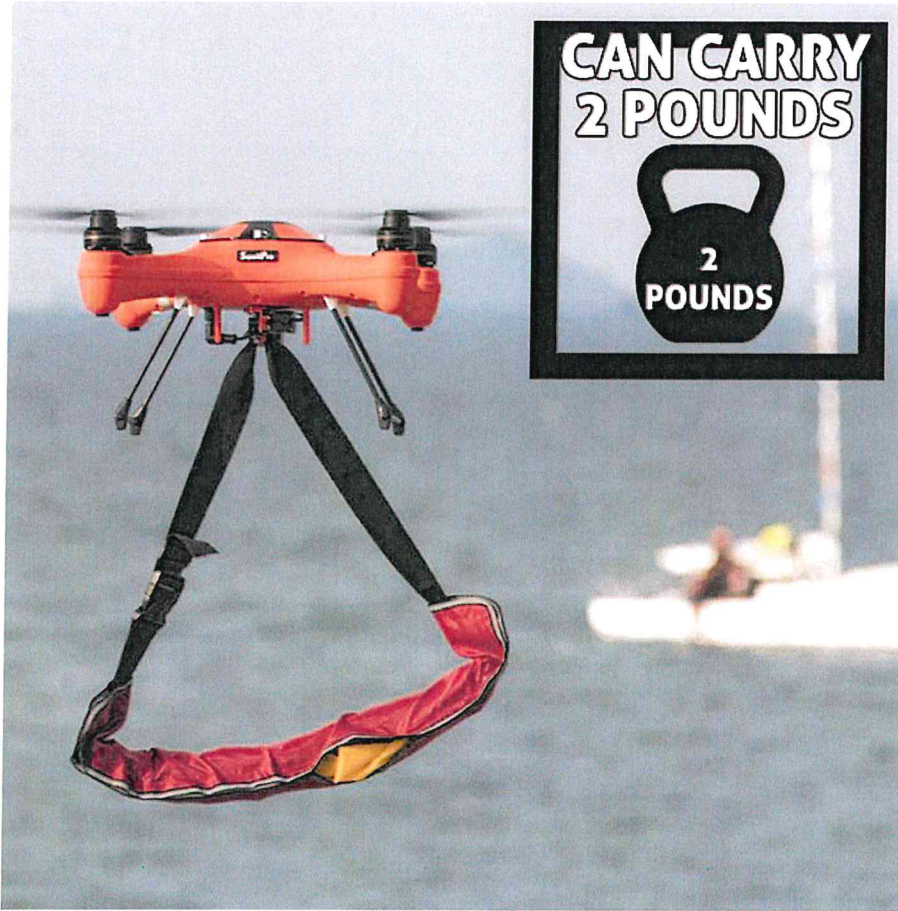
SEARCH&RESCUE

Save Lives Faster

The SplashDrone 3+ is the world's first and most robust waterproof flying platform built to perform search missions in rain, snow, and flooded area and over the ocean.



You can choose from several different payloads such as waterproof gimbal 4K camera (GC3), waterproof payload release with HD FPV live video (PL2) or water release with 4K camera and 1axis gimbal (PL3)



SplashDrone 3+ can be adapted for a wide variety of uses. It is an all-purpose, all-weather, waterproof flying platform.

New features and improvements exclusive to the SplashDrone 3+



Striking new colour scheme



Extended flight times



New LiHV battery with 3 levels of battery warning



New Smooth+ remote controls

β



Power-Flip function when floating



Enhanced waterproofing throughout



Lost Drone Location Beacon option



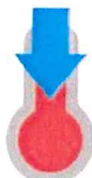
Circuit board moisture protection coating



Tuned flight control feel



New and improved 3-axis gimbal 4K camera



New heat management system



Easier hatch fastenings

Tough & Waterproof

The SplashDrone 3+ fuselage is made from durable 3mm reinforced ABS to ensure a perfect waterproof seal.

Each drone undergoes at least two pressure tests during production for 100% waterproofness. All parts, both inside and out, are corrosion resistant and designed for marine environments.



Floating design



Corrosion-free throughout



All weather use (rain and snow)



New access hatch lid with air pressure equalization allows altimeter accuracy without permitting water entry.

Powerful Propulsion System

The new S3 flight controller, integrated with new sensors and a powerful propulsion system, allows for greater sensitivity and more accuracy than ever. This means you can fly your Splash Drone 3+ safely and smoothly with more confidence on water, in rain and snow.



S3 Flight Controller

The S3 constantly checks for errors and offers redundancy to improve flight stability. The dual-mode GPS locks onto up to 24 satellites from the GPS and GLONASS systems for improved accuracy and speed of positioning.



Quick-Fit Propellers

Redesigned carbon-fibre propellers are light and stiff to efficiently transform the motors' power into thrust. A new quick-fit design enables fast and secure attachment of the propellers to the motors.



High Thrust Motors

The powerful new motors provide strong performance, speed and lifting capacity. A special coating system ensures maximum resistance to salt water corrosion and power delivery for take-off from water and in heavy rain.

Power and maneuverability to fly in winds up to Beaufort Force 4 (18mph/28 kmh) with gusts to Force 6 (31mph/49 kmh).



All in One Remote Controller

The SplashDrone 3+ comes with a fully integrated remote controller. Redesigned controls maximize ease-of-use and efficiency, while a fully integrated, high-br FPV screen clearly displays live video and overlaid (OSD) flight data without the need for any additional equipment. Flight control, payload release and camera all at your fingertips.



Cruise Mode

Switch the remote controller into the Cruise mode and you will be able to pan (yaw) and fly the SplashDrone 3+ simultaneously with a single joystick, making your path smoother for more cinematic footage.



Smooth+ Control

Go from joystick to fine knob control of drone rotation, direction or orbit - great for smooth videos and accurate flight.

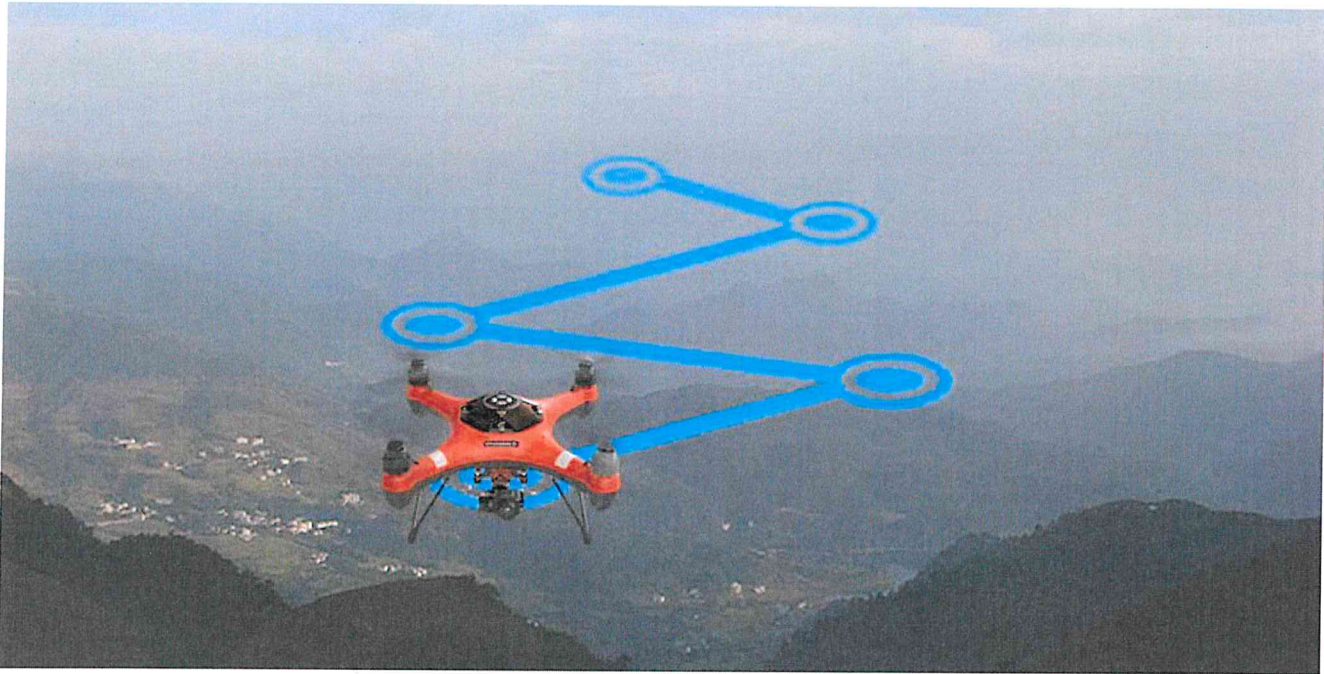
Fly Autonomously

Add the GroundStation option and your mobile phone or GPS-enabled tablet can take control of the SplashDrone 3+ with your fingertip! The Swellpro FLY APP offers several smart flight modes, which drastically reduces manual input from the pilot, making flying the SplashDrone 3+ even easier.



Follow Me

The SplashDrone 3+ will constantly follow and turn towards you as you move at a max speed of 20km/hour, recording awesome selfies.



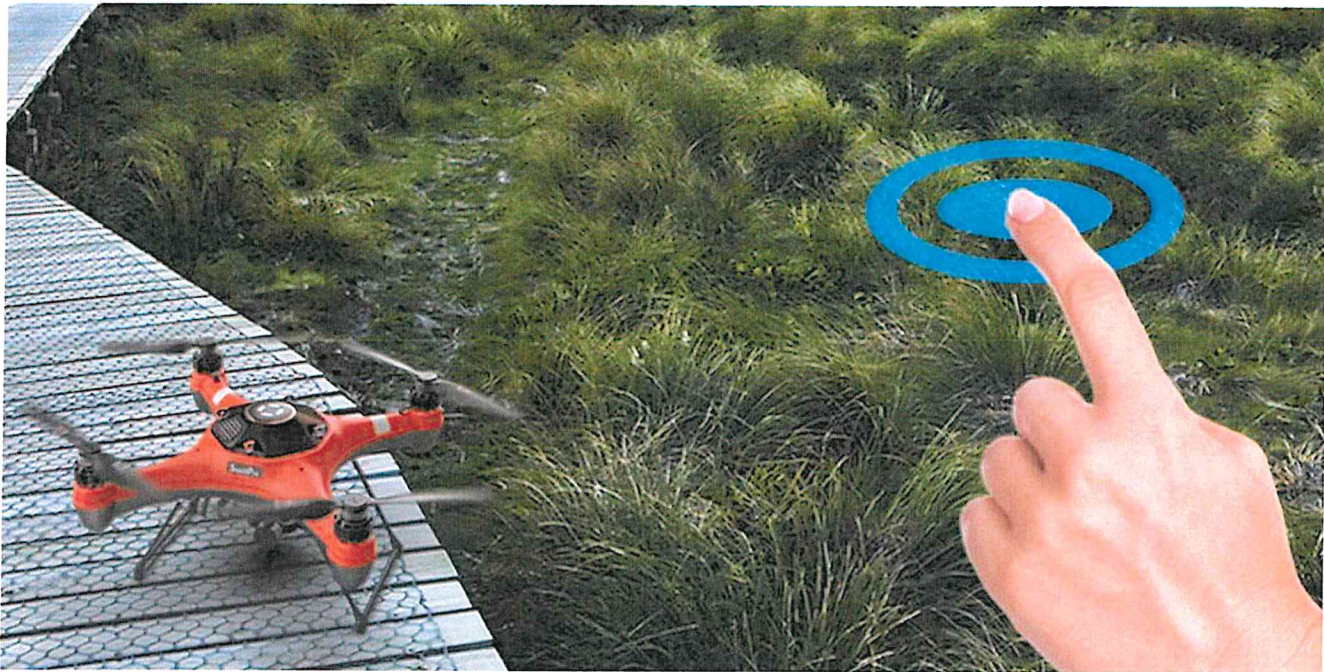
Mission Planning

Tap to select waypoints on a map and the SplashDrone 3+ will execute the mission on command.



Circling Flight

Select a circling radius and the number of orbits to capture the perfect video with your chosen subject always in the middle of the frame.

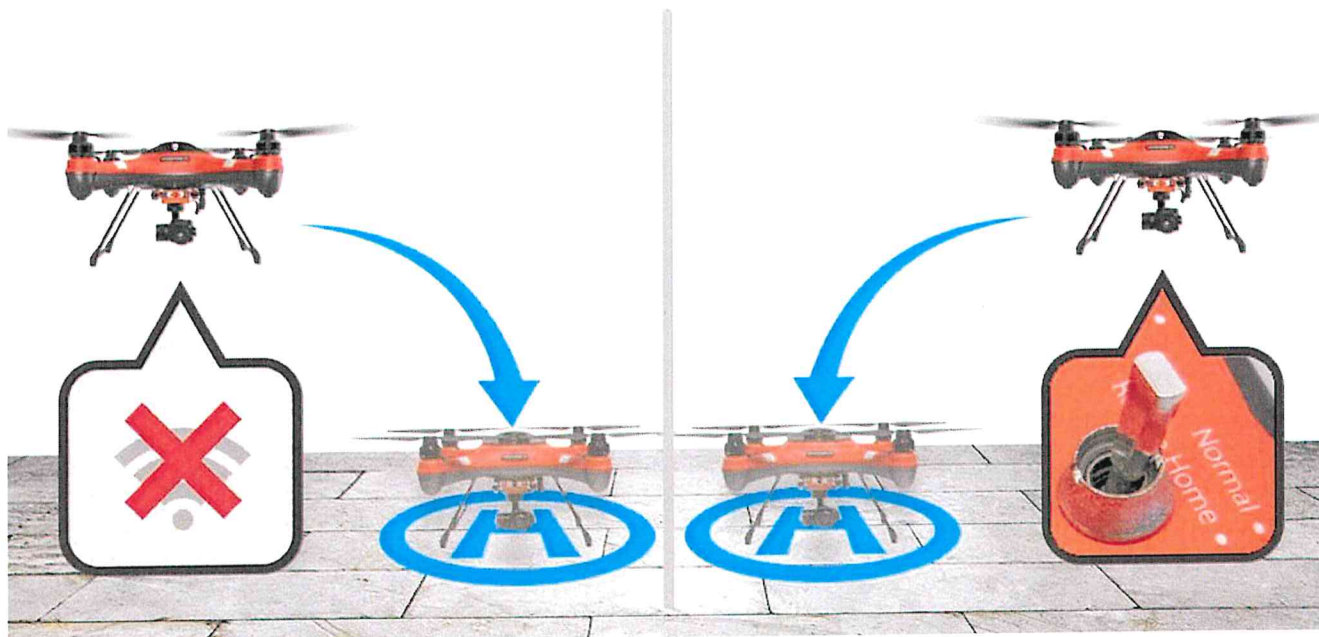


TAP TO FLY

Tap on the map where you want your drone to go and SplashDrone 3+ will navigate to the destination and hover.

FLY SAFELY

SplashDrone 3+ includes multiple layers of protection to keep your aircraft safe and help ensure your drone comes home safely.



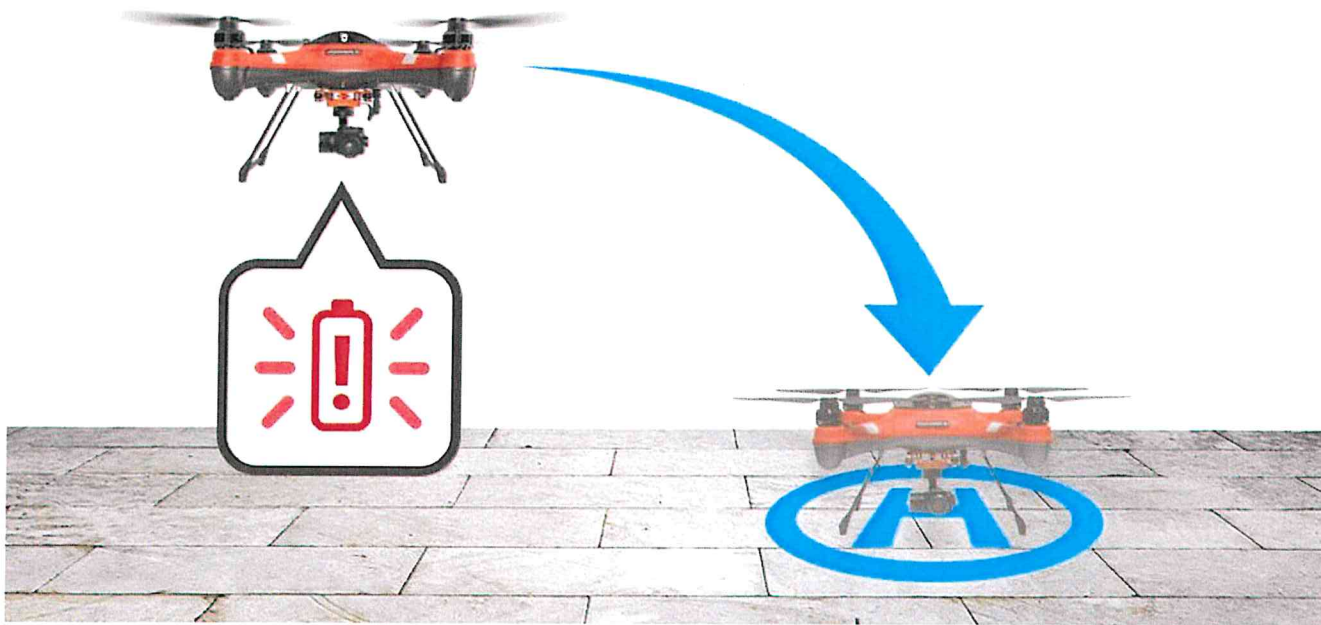
RETURN HOME

If the signal is lost, the SplashDrone 3+ returns to the starting point and lands gently. You can also tap Return-Home on the app or flick the Return-Home switch remote controller to retrieve the drone.



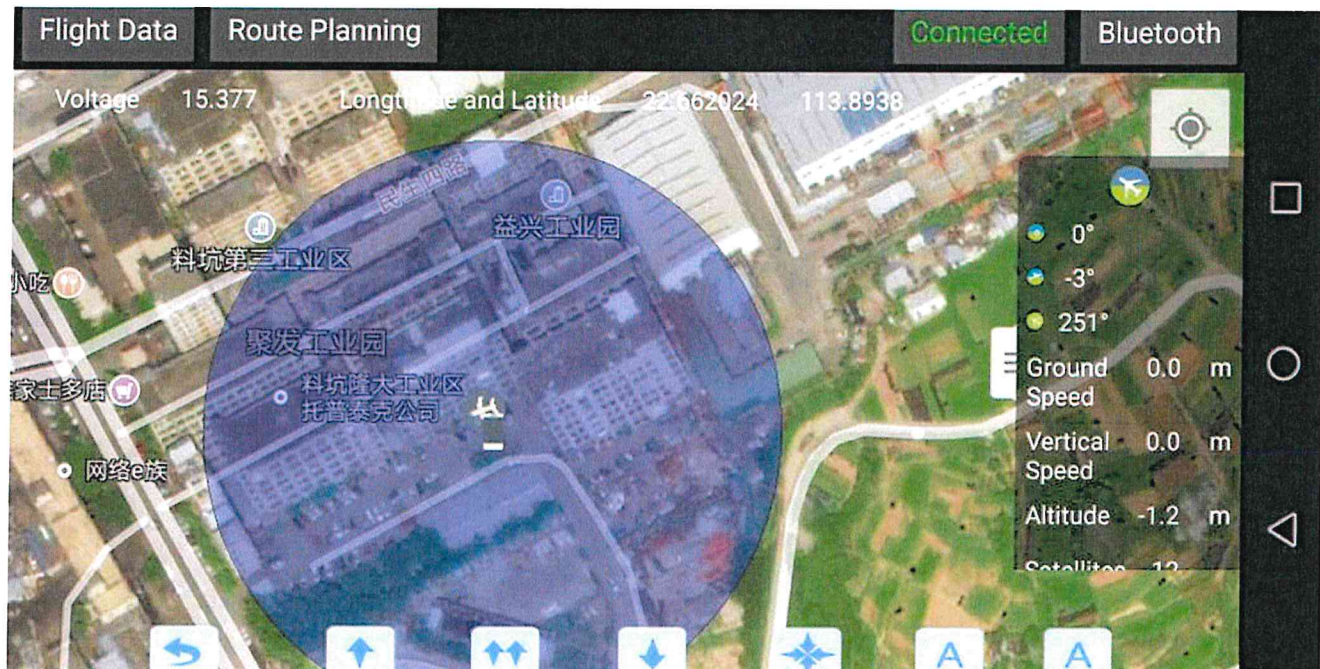
LOW BATTERY ALERTS

During flight, if the battery voltage reaches a two predetermined warning levels, the remote controller will display a clear flashing notice for the pilot.



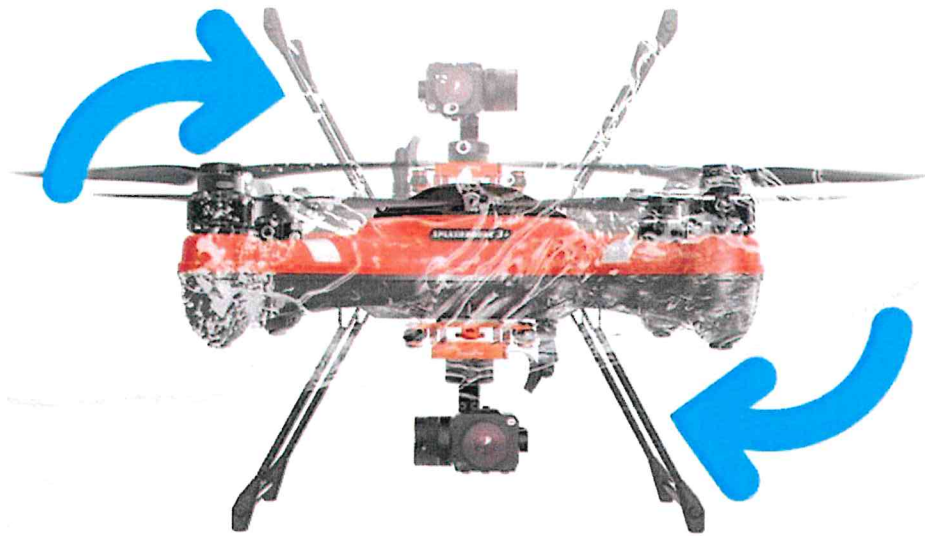
LOW BATTERY AUTO-LANDING

When the battery is almost completely drained, SplashDrone 3+ will execute an in-position auto landing to prevent a crash.



LOST DRONE LOCATION BEACON

If you inadvertently lose or crash your drone out of sight, you will instantly have the drone's location pinpointed on the APP's map, even with low batteries. (GroundStation module required).



SELF-RIGHTING WHEN FLOATING

If the aircraft is inverted when on the water, the SplashDrone 3+ can flip itself right-side-up on command - ready to take off again.

EXPLORE MAJOR APPLICATIONS OF SPLASHDRONE 3+

Splash Drone 3 Plus Sku / Barcode 6970759631135

Splash Drone 3 Plus Product Code: CAT05 0001

REVIEWS

Be The First To Review [Write a review](#)

RECOMMENDED PRODUCTS



Splash Drone 3 Plus FILM Bundle
Premium with FREE Insurance and
Memory Card
No reviews
from \$2,385.00



Gannet Pro Plus Vision Waterproof
Drone
No reviews
Sold Out

SALE



Splash Drone 3 Plus Fishing Bundle
Premium with FREE Insurance
No reviews
from \$2,027.00
Starting at \$127/mo with [affirm](#).
Prequalify now
~~\$2,277.00~~
Starting at \$143/mo with [affirm](#).
Prequalify now



Gannet Pro Waterproof Fish
No reviews
from \$1,699.00
Starting at \$107/mo with [affirm](#).
Prequalify now

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Urban Drones Address

12237 NW 35 St

Coral Springs, FL 33065

Phone: 954-213-4977

Mail: Support@UrbanDrones.com

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Collections: [All Splash Drone 3 and Spry parts and accessories](#), [All Splash Drone Related Products](#), [Payload Release](#), [Splash Drone Accessories](#), [Splash Drone Upgrades](#)



SATISFACTION
GUARANTEE



SHOP WITH
CONFIDENCE



SECURE
PAYMENT



FAST
SHIPPING



M
G

Life Preserver that can be dropped with the splash drone Payload release.

Inflates automatically when its dropped in the water once the sensor senses H2O.

DRONE NOT INCLUDED

REVIEWS

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RECOMMENDED PRODUCTS



Splash Drone 3 Plus Carbon Fiber
Propeller Pair



Landing Gear for Splash Drone 3 Plus
Fits all Splash Drones
No reviews
\$19.99



Splash Drone Remote Control Battery
No reviews
\$14.99



High Capacity Battery for Sp
New Version Higher Ca
1 review
\$129.99

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No reviews

\$34.99

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Urban Drones Address

12237 NW 35 St

Coral Springs, FL 33065

Phone: 954-213-4977

Mail: Support@UrbanDrones.com

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TAB - C



**CITY COUNCIL
AGENDA BILL
AB 21-23**

Meeting Date: April 19, 2021

AGENDA ITEM INFORMATION

SUBJECT: Memorandum of Understanding with Pacific County Health Department for COVID-19 Mass Vaccination Assistance	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: NA	Other:	

SUMMARY STATEMENT: *Since January, the City of Long Beach has been assisting the Pacific County Health Department with COVID-19 vaccination awareness and education. This MOU outlines the City's duties and sets a rate so that the City can be reimbursed for staff time and facilities.*

RECOMMENDED ACTION: *Authorize Mayor Phillips to execute the agreement.*



PACIFIC COUNTY

Public Health and Human Services

South Bend (360) 875-9343 / Fax (360) 875-9323
1216 W. Robert Bush Drive / PO Box 26 South Bend, WA 98586

Long Beach (360) 642-9349 / Fax (360) 642-9352
7013 Sandridge Road Long Beach, WA 98631

Memorandum of Understanding

Memorandum of Understanding #: 2021-01

Memorandum of Understanding Name: City of Long Beach

MOU Period of Performance: January 21, 2021-April 20, 2021

This Memorandum of Understanding (MOU) is entered into by and between Pacific County Public Health & Human Services, herein after referred to as County, and The City of Long Beach, herein after referred to as the Contractor.

Preamble

Purpose

The purpose of this Memorandum of Understanding ("MOU") is to contract with the Contractor, under the direction of the County to:

- Plan, prepare and provide support to Pacific County during the COVID-19 pandemic for Mass Vaccination efforts.

Recitals

WHEREAS, COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, beginning January 27, 2020; and

WHEREAS, on February 29, 2020, Washington Governor Jay Inslee declared a state of emergency in response to the continued and growing threat presented by COVID-19; and

WHEREAS, on March 24, 2020, the Pacific County Board of County Commissioners declared a present emergency which necessitates activation of the Pacific County Comprehensive Emergency Management Plan (CEMP) and utilization of emergency powers granted pursuant to RCW 36.40.180, 38.52.070(2) and RCW 38.52.110(1); and

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WHEREAS, it is in the best interest of Pacific County to work with local organizations and businesses to coordinate acquiring necessary supplies for prevention, detection, treatment, and eradication of COVID-19.

WHEREAS, Pacific County has been the recipient of federal funding to pay for provision of these services by the Contractor in order to protect and restore the public health of Pacific County.

WHEREAS, the parties agree to proceed as outlined herein and enter into the attached Memorandum of Understanding as a voluntary and mutually beneficial understanding.

Witnesseth

NOW THEREFORE, in consideration of the mutual benefits and covenants hereafter contained, the parties agree hereto as follows:

General Terms and Conditions

1. Scope of the Contractor's Services

The Contractor agrees to provide services, reports, and any material set forth in Exhibit A: Statement of Work and Reporting Requirements during the MOU term. No material, labor, or facilities will be furnished by the County or Contractor unless otherwise provided for in this MOU.

2. Accounting and Payment for Services

Payment to the Contractor for services rendered under this MOU shall be as set forth in Exhibit B: Budget, Invoicing and Contractor Payment attached hereto. Unless specifically stated in Exhibit B or approved in writing in advance by the MOU Representative, the County will not reimburse the Contractor for any costs or expenses incurred outside the performance of this MOU.

The County and Contractor acknowledge that the entire compensation for this MOU is specified in Exhibit B. The Contractor is not entitled to any employment benefits including, but not limited to, vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to County employees.

3. Assignment and Subcontracting

Unless otherwise provided for in this contract, no portion of this MOU may be assigned or subcontracted to any other individual, form, or entity without the express and prior written approval of the MOU Representative.

4. Administration

This Memorandum of Understanding does not create a separate entity. This MOU shall be jointly administered by the County and the Contractor.

5. Regulations and Requirements

This MOU shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Terms and Conditions.

6. Public Records Law

Each Party will fulfill their independent obligations, separately, under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event one Party fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the other Party for violation of the Public Records Act, the failing Party shall indemnify the other for that penalty, as well as for all costs and attorney fees incurred by the other Party in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this MOU.

7. Political Activity Prohibited

None of the funds provided under this MOU shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform such services pursuant to this MOU shall be precluded from devoting income derived from such services to any lawful political activity, or to the support of a candidate for public office or of a ballot measure.

8. Right to Review

This MOU is subject to review by any federal or state auditor. The Parties or their designees shall have the right to review and monitor the financial and service components of this MOU by whatever means are deemed expedient by the MOU Representative. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the Parties deem pertinent to the MOU and its performance, and any and all communications with or evaluations by service recipients under this MOU.

9. Modifications

Either party may request changes in the MOU. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination

Either Party may terminate this MOU upon 30 days' prior written notification to the other Party. If this MOU is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this MOU prior to the effective date of termination.

11. Termination for Public Convenience

Either Party may terminate the MOU, in whole or in part, whenever the terminating Party determines, in its sole discretion that such termination is in the interests of the terminating Party. Whenever the MOU is terminated in accordance with this paragraph, the non-terminating Party shall be entitled to payment for actual work performed at unit MOU prices for completed items of work. The terminating Party shall make a reasonable, equitable adjustment in the MOU price

for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this MOU by Party at any time during the term for convenience, shall not constitute a breach of MOU by the terminating Party.

12. Termination for denial of Mass Vaccination Funding

The Contractor acknowledges and understands this agreement and payment is subject to the overall project approval for County's application for Mass Vaccination funding. In the event the County is unable to obtain Mass Vaccination Funding, the County, in its sole discretion, may terminate the MOU, in whole or in part. Termination of this MOU at any time because of a denial of Mass Vaccination funding, shall not constitute a breach of MOU by County.

13. Suspension of Performance and Resumption of Performance

In the event of government closure, suspension or limitation of funding in any way after the effective date of this MOU and prior to normal completion, Parties may give notice to the other Party to suspend performance as an alternative to termination. Parties may elect to give written notice to the other Party to suspend performance when the Party determines there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this MOU. Notice may include notice by facsimile or email to the MOU's Representative. The Parties shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance. Notice may be contingent upon the occurrence or non-occurrence of a future event; *e.g.* the failure of the State of Washington to pass a budget by a date specified in the notice.

When the Parties determine that the funding insufficiency is resolved, the Parties may give written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Parties will give written notice to the other as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Parties give notice that they cannot resume performance, the Parties agree that the MOU will be terminated retroactive to the original date of suspension of performance.

If the funding issue is not resolved, the Parties may terminate the MOU under the "Termination for Convenience" clause.

14. Defense and Indemnity MOU

Either Party shall defend, protect, and hold harmless the other Party or any officers or employees thereof, from and against all claims, suits, or action arising from any intentional or negligent act or omission of the other Party or any employee, agent or representative of the other Party or any subcontractor, while performing under the terms of this MOU.

15. Hold Harmless

CONTRACTOR, its successors and assigns, will protect, save, and hold harmless the COUNTY, its authorized agents and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the

acts or omissions of the CONTRACTOR, its assigns, any CONTRACTOR agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this MOU. The CONTRACTOR further agrees to defend the COUNTY, its agents or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this MOU. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of the COUNTY or its authorized agents or employees; provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) COUNTY, its agents or employees and (b) the CONTRACTOR, its assigns, CONTRACTOR agents, contractors, licensees, invitees, employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR or its assigns, CONTRACTOR agents, contractors, licensees, invitees, employees.

CONTRACTOR specifically assumes potential liability for the actions brought by CONTRACTOR's employees and solely (a) for the purposes of this indemnification and defense and (b) where this waiver is required to protect COUNTY from liability, CONTRACTOR specifically waives any immunity under the State industrial insurance law, Title 51 RCW. CONTRACTOR recognizes that this waiver was the subject of mutual negotiations.

The indemnification and waiver provisions contained in this section shall survive the termination or expiration of this Lease.

16. Insurance Coverage

The Contractor shall comply with all provisions described in Exhibit C: Insurance Coverage, attached hereto.

17. Resolution of Conflicts

In the event of an inconsistency in this MOU, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- i. Applicable federal and state statutes and regulations
- ii. Special terms and conditions
- iii. Exhibits
- iv. General terms and conditions
- v. Any other provision of this MOU whether incorporated by reference or otherwise.

18. Disputes, Venue and Choice of Law

Both Parties agree that any disputes that arise under or relating to this MOU that cannot be resolved to the satisfaction of both parties shall be submitted to mediation before either party starts litigation in any form. An impartial third party acceptable to both the County and the Contractor will be appointed to mediate. Should the parties be unable to agree upon a mediator, then the dispute shall be mediated through the Washington Arbitration and Mediation Service, at its Tacoma office, and in accordance with the WAMS mediation rules. Each Party shall pay an equal percentage of the mediator's fees and expenses. Either Party may not use any funds

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received under this MOU to pay mediator's fees and expenses. The mediation shall be confidential in all respects, as allowed or required by law.

In the event that mediation does not resolve the dispute, the venue for any litigation arising under or relating to this MOU shall be in the Pacific County Superior Court. This MOU shall be governed by the laws of the State of Washington.

19. Records Maintenance

Each Party shall maintain all books, records, documents, data and other evidence relating to this MOU and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU. Both Parties shall retain such records for a period of seven (7) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the seven- (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.

20. Recapture

In the event a Party fails to perform services specified in this MOU in accordance with state laws, federal laws, and/or the provisions of this MOU, the other Party reserves the right to recapture funds in an amount required to compensate the other Party for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the failing Party or refunds under this recapture provision shall occur within the timeframe specified by the other Party. In the alternative, the other Party may recapture such funds from payments due under this MOU.

21. Confidentiality

Both Parties or any employee, agent or representative of the Parties or any subcontractor shall maintain the confidentiality of all information provided or acquired by the Parties in performance of this MOU, except upon prior written consent of the Attorneys for each Party or an order entered by a court after having acquired jurisdiction over the Parties. Each Party shall indemnify and hold harmless the other Party, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorney's fees, and costs resulting from a Party's breach of this provision.

22. Ethics/Conflicts of Interest

In performing under this MOU, both Parties will assure compliance with the Ethics in Public Service Act (Chapter 42.52 Revised Code of Washington), and any other applicable state or federal law related to ethics or conflicts of interest.

23. Information System Security

Both Parties shall protect and maintain all confidential information gained by reason of this MOU against unauthorized use, access, disclosure, modification or loss. Personal and/or medical information collected, used or acquired in connection with this MOU shall be used solely for the purposes of this MOU.

24. MOU Amendments

No amendment, modification or renewal shall be made to this MOU unless set forth in a written Memorandum of Understanding Amendment, signed by both parties. Work under an Memorandum of Understanding Amendment shall not proceed until both Parties duly executes the Memorandum of Understanding Amendment.

25. Severability

If any term or condition of this MOU or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this MOU are declared severable.

26. Conformance

If any provision of this MOU violates any statute or rule of law of the state of Washington or of the United States of America, it is considered modified to conform to that statute or rule of law.

27. Waiver

Waiver of any breach or condition of this MOU shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this MOU shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the party granting such a waiver.

28. Survival

The terms and conditions contained in this MOU will survive the completion, cancellation, termination or expiration of the MOU.

29. Entire MOU

This written MOU along with attached exhibits and the documents and terms incorporated herein by section 24 of this MOU, represents the entire MOU between the parties.

30. Parties

Each party to this MOU shall have an MOU representative. Each party may change its representative upon providing written notice to the other party. The parties' MOU representatives for this contract are:

For the County: Contract Officer
Katie Lindstrom
koien@co.pacific.wa.us
360-875-9300

For the Contractor:
Jerry Phillips, Mayor
jphillips@longbeachwa.gov
360-642-4421

31. Debarment

The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this MOU. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this MOU by the County.

32. Authorization

Only the Pacific County Board of County Commissioners, Director of Pacific County Public Health & Human Services, or its designated MOU Representative identified herein, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this MOU. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this MOU is not effective or binding unless made in writing and signed by the Pacific County Board of County Commissioners, Director of Pacific County Public Health & Human Services, or its MOU Representative.

Only the Mayor of Long Beach, or its designated MOU Representative identified herein, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this MOU with respect to the rights and responsibilities of the Contractor. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this MOU is not effective or binding unless made in writing and signed by the Mayor of Long Beach, or its MOU Representative.

IN WITNESS THEREOF, this MOU has been executed on _____ day of _____, 2021.

Accepted:
PACIFIC COUNTY
Public Health and Human Services

Accepted:
City Of Long Beach

Katie Lindstrom
Director PCPHSS

Jerry Phillips
Mayor of the City of Long Beach

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Prosecutor's Office

WSBA #

Exhibit A: Statement of Work and Reporting Requirements

The purpose of this **Statement of Work** is to detail the work to be performed by **the City of Long Beach** and the methods and content for reporting progress by **the City of Long Beach** in fulfilling all duties encompassed in this MOU.

The term of this MOU shall commence on January 21, 2021 and terminate on April 20, 2021 unless the contract period is extended by the State of Washington.

Task Number	Task/Activity/Description	Deliverables/Outcomes	Reporting Requirement	Due Date
#1	COVID-19 Mass Vaccine Outreach and Community Awareness and scheduling Vaccination appointments	<ul style="list-style-type: none">With prior approval from Pacific County, the City of Long Beach will:<ul style="list-style-type: none">a. Sign-up citizens for informational vaccine email newsletter regardingb. Sign-up citizens for Pacific County vaccination waitlistc. Schedule citizens for vaccinationd. Continued support for citizen inquiries acting as a liaison to the County regarding mass vaccinations	<ul style="list-style-type: none">Documentation of hours worked.	Monthly
#2	COVID-19 Administrative Assistance related to mass vaccination program	<ul style="list-style-type: none">Upon request by Pacific County, the City of Long Beach will provide administrative assistance to Pacific County Health and Human Services Department:<ul style="list-style-type: none">a. Contract Developmentb. Coordination for vaccination location and logisticsc. Support upon request	<ul style="list-style-type: none">Documentation of consultation hours worked.	Monthly
#3	COVID-19 Mass Vaccination Facility Rent	<ul style="list-style-type: none">Use of Fire Station for mass vaccination clinics and equipment		Monthly

Exhibit B: Budget, Invoicing, and Payment

Pacific County shall pay actual allowable expenses for services rendered. to **The City of Long Beach** for work as described in Exhibit A, subject to conditions set forth in this Exhibit B: Budget, Invoicing, and Payment.

1. Budget Detail

Item	Budget
Staff time calling and scheduling COVID-19 vaccination appointments or signing up citizens for waitlist/newsletter @ actual hourly cost of the employee providing the service (wage plus benefits)	\$48,000
Legal fees for mass vaccination contract prep @ \$200 per hour	\$2,000
Fire Station rent for mass vaccination clinics @ \$2000 per month	\$10,000
Total not to Exceed	\$60,000

2. Compensation

Payment to the Contractor for services rendered under this MOU shall be as set forth in Exhibit B. Where Exhibit B requires payments by Pacific County, payment shall be made on a reimbursement basis, supported, unless otherwise provided in Exhibit B, by documentation of units of work performed (time sheets) and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and total dollar payment requested.

Costs allowable under this MOU are actual expenditures according to an approved budget up to the maximum amount stated above. The Contractor shall use federal cost principles specified in OMB Circular A-110 "Cost Principles Applicable to Grants, Contracts and other Agreements" with non-profit organizations as applicable. The Contractor shall include this last paragraph in any subcontracts.

Line-item adjustments to the budget must be requested in writing by the Contractor and delivered to the County 45 days prior to invoicing based on the requested adjustment(s). Pacific County will notify the Contractor of approval or denial prior to invoice period.

Pacific County may withhold reimbursement payment if the Contractor fails to submit required invoices and supportive documentation to Pacific County. The Contractor's failure to submit invoices as specified is grounds for the Pacific County to terminate the MOU as provided herein.

3. Invoice Timeframe

The Contractor shall submit invoices to the Pacific County MOU Representative identified herein or to other such person identified by the Pacific County MOU Representative

by the 10th of each month. The Contractor shall submit a copy of their internal line-item budget tracking with their invoice for services.

4. Eligible Use of Funds

Funding awarded under this MOU may only be used for activities described in Exhibit A.

5. Duplicate Payment

The Contractor certifies that work to be performed under this MOU does not duplicate any work to be charged against any other Pacific County MOU, subcontract or funding from any other source.

6. Audit

i. General Requirements:

The Contractor is to procure audit services based on the following guidelines:

- a. Pacific County shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.
- b. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. Pacific County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- c. As applicable, the Contractor shall be required to have an audit and must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
- d. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to Pacific County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

ii. The Office of the State Auditor shall conduct the audit.

iii. The Contractor shall include the above audit requirements in any subcontracts.

iv. In all cases, The Contractor's financial records must be available for review by Pacific County.

7. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this MOU for any future fiscal period, neither Party will be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to either Party in the event this provision applies.

8. Errors and Omissions Uncompensated

In the event of any errors or omissions by the Parties in the performance of any work required under this MOU, the Parties shall make all necessary corrections without additional compensation.

Exhibit C: Insurance Coverage

The Contractor shall provide insurance coverage as set out in this Exhibit to protect the County should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

All required insurance shall be issued by an insurance company authorized to do business within the State of Washington. The insurance shall name the County and its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give the County thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Contractor shall submit to the County within fifteen (15) calendar days of the Contract start date, proof of insurance identifying Pacific County as Primary, Non-Contributory, additionally Insured, with endorsement(s) for additional insured as indicated below, which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Contractor shall submit renewal certificates with endorsements not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy

Provide a Commercial General Liability Insurance Policy, including grant liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability

In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Fidelity Insurance

Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- i. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is greatest. Fidelity insurance secured pursuant to this paragraph shall name the Contractor as beneficiary.
- ii. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

Industrial Insurance Waiver

The Contractor shall comply with all applicable provisions of Title 51 Revised Code of Washington, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

TAB - D

Parks - Streets - Stormwater March Monthly Report

Monthly

Safety Meetings

Bi-Monthly

Staff Meetings

Fridays

Street Sweeping

Backpack blowing of sidewalks and brick parks

Boardwalk and dune trail maintenance

Thursdays

Boardwalk and Discovery trail

Mowing all the parks and ball fields

Daily

Restroom maintenance

Garbage maintenance

Festivals / Events /set up and tear down

None

1. Cold patch pothole maintenance.
2. Poured new sidewalk and handicap ramp 26th NW.
3. Put up banners and flags in town and on the beach approaches.
4. Installed new cedar fence at the new police station.
5. Sign maintenance Oregon Ave Shoreview Dr and Seacrest.
6. Removed leaning tree across road 7th SW Blvd.
7. Cleaned the water fountain pond 5th street mini park.
8. Pressure washing sidewalks planters and brick walkways.

9. Rebuilt 12th street stormwater backup generator.
10. Painted the fuel tank for the 12th street backup generator.
11. Pruned all the downtown street trees and replaced the one that got hit.
12. Painted and poured a pad for the Pickleball box.
13. Poured a concrete pad for the new 3rd street stormwater generator.
14. Prepped the softball and baseball fields.
15. Re doing the thermo plastic parking stalls in the downtown area.
16. Pressure washed the flagpole at depot mini park.
17. Repaired a broken planter bench on the main approach.

City of Long Beach Activities Report

March 2021

Water Dept.

Call Outs - 2

Meetings - 14 (2) Staff / (2) Admin. / (1) Asset Management / (1) Evergreen Rural Apprentice Meeting / (3) Evergreen Rural Board Meetings / (4) Contractors / (1) Homeowner.

Safety Meetings - 1 Respirator Safety. (½ Mask Fit Tests)

Daily Covid - 19 Workplace Temp Log.

Weekly Covid – 19 Shop / Restroom Cleanup.

Plant Management - Paperwork / Time Cards / Monthly DOH Report / Monthly DMR's. / Monthly Report / Bills / Log Book / Called & Completed Locates / Reviewing ROW Permits / Plant Walk Through / Res Inspections / Billing New Services / Parts Ordering.

Customer Service - 4

Locates - 18

Emergency Locates – 1 (PUD 22nd ne)

Re-reads - 13

Install New Meters - 1 (11515th & Pac Hwy)

Meter Reinstall – 1

New Service Investigations – 3

Valve Investigation - 0

New Service Prep – 1

Valve Can Raising - 0

Meter Removal – 0

Data Log / Meter Flushing - 4

Meter Repairs – 4

Remote Meters -

Hydrant / Stand Pipe Maint. – Flushed Entire Water System!

March - 31

Shut Off's - 1

2021 - 91

Emergency Shut Offs – 0

Turn On's - 0

Res. Checking - 4

Res. Maint. – 0

Leak Repairs - 1 (6th st ne)

Leak Investigations - 1

Equipment Cleanup - 2

System Samples - Weekly entire system.

Samples to Lab - 2

Training - 1	All Crew	Respirator Safety (½ Masks Fit Tests).
	D Zuern	CDL Supervisor Training.

Treatment Plant Numbers - 14,774,000 Gallons. (Approx 492,400 Gal. / Day)

Other Activities –

Reading Meters. (Long Beach.)

Replacing Remote Read Meters.

I Pads Delivered.

Picked up Cold Patch in Longview.

Moving Door to New PD.

Moving Dirt at New PD.

Moving Booth & Blocks at Fire Hall.

Covid -19 Shot Clinic Setup / Tear Down (Moving Trucks).

Installing New Screws in Old Shop Building.

Replacing (2) 1 ½" Meters at McDonalds.

Replacing (1) 2" Meter at Bensons.

Hydrant Damage Investigation 120th.

Hydrant Flushing Notices Posted.

Flushed All Hydrants & Standpipes in System.

Investigate New Hydrant Locations.

Breakers Sidewalk Repairs.

Bayview Paving Road Cuts.

Monthly Reports.

Checking Overflows at Res.

Shop Yard Cleanup.

Stocking Meters.

Stocking Brass.

Mapping Water System Updates.

Fueling Gas Cans at Fire Hall.

(3) Fire Calls.

Plant Operation Walk Around.

City of Long Beach Activities Report

March 2021

Wastewater Dept.

Call Outs - 1

Meetings - 9 (1) Ilwaco Wastewater / (2) Compost Operations / (1) Evergreen Rural Wastewater / (1) K & L Supply / (2) G&O / (1) D.O.E. / (1) Personal.

Safety Meetings - 1 Respirator Safety. (½ Mask Fit Tests)

Covid-19 Workplace Temp. Log.

Weekly Covid-19 Shop / Restroom Cleaning.

Plant Management - Monthly DMR's / Paperwork Review / Emails / Plant Ops / Compost Ops / Ordering Supplies / Engineers / Discharge Permits.

Samples – Daily Tests / Twice Weekly Testing (BODs , TSSs , and Fecals.).

Customer Service - 0

Locates - 14 Emergency Locates – 1 (PUD 22nd ne.)

Hauling Sludge - 0

Lift Station Checking - Daily Action. (Inspection / Cleaning Transducers)

Lift Station Maintenance – 4 (Cleaning Transducers & Inspections.)

Lift Station Wash down - 4

Plant Wash Down - 2 Headworks , Clarifiers , UV Bulbs.

Samples to Lab - 6 (Monthly Ammonia / 1st Quarter Digester / Compost Fecals.)

Pump / Blower Maint. – 1 (Greased / Belts / Filters / Tubing / Oil Change.)

Sink Hole Investigation – 0

Main Repairs - 0 (Backup at BOP / Jetted.)

Equipment Cleanup – 3 Compost Plant Cleanup - 2

Headworks Debris Removal – 3 Barrels Plant / 1 Barrels Dump Site.

Decanting Digester – 54,000 gal. Supernatant ran back through plant.

Training - All Crew	Respirator Safety (½ Masks Fit Tests.)
D Zuern	CDL Supervisor Training.
T Caldwell	Evergreen Rural Winter Training. (Zoom)

Treatment Plant Numbers – 8,700,000 Million Gallons. (Approx. 280,650 Gal / Day)

Compost Plant Treatment Numbers – 109,200 Gallons Processed. 4 Tunnels

Rain 6.95"

Other Activities –

COMPOST Plant Passed All Tests !!!!!!!

Removed Rust & Painted Diesel Tank.

Painted Compost Shovel.

Moved Old Compost Piles to Old Sludge Site.

Updated QA/QC.

Water Shut Off 22nd st n.

Infrared on top Tunnels for Heat Loss.

Repaired Water Line 6th st ne.

Jetted Drain Lines from Screw Press.

Jetted Sewer Main 11th st s.

VFD's Installed on Digester Blowers.

Installed Valves in Digester Blower Lines.

Installed DO Probes in Digesters.

Flushed Out Sprinkler Lines to Tunnel 1&3.

Sanded & Painted Block Mover for Compost Plant.

Videoed Sewer Lines on 3rd & 11th with ERWOW.

Ford Electric Working on VFD's for Digester.

Wirkkalot Construction Cold Patching Washington Ave n.

Meeting with Contractors for Bids.

Edited Pro Vac Videos.

Digging for Non-Pot Electrical Conduit.

Deep Cleaned Screw Press.

Plant Walk through.

Office Organization & Cleanup.

Main Computer Backup Weekly.

Monthly Fire Extinguisher Checkups.

Flushed Eye Wash Station.

City of Long Beach
Department of Community Development

STAFF REPORT

TO: Long Beach City Council
FROM: Ariel Smith, Community Development Director
SUBJECT: Case No. VAC 2021-01
Vacation of Right-of-Way—north portion of 4th ST NW—
PETITIONER: Steve Hrutfiord
SITE ADDRESS: Northern 12.5 feet of 4th Street Northwest from the southwestern property corner of parcel No. 73011012302 to the southeastern property corner of said parcel approximately 100 feet, encompassing an area of approximately 1,250 square feet,
The subject property is located on Block 12, S ½ of Lots 2 & 3, Plat of Tinkers Second North Addition, of Long Beach, Pacific County, Washington.
DATE: April 19, 2021

BACKGROUND

The owner of 102 4th ST NW has petitioned to vacate the north side of 4th ST NW Right-of-way (ROW) [location map attached]:

- Northern twelve and a half feet (12.5') of the right-of-way of 4th Street Northwest, from the southwestern property corner of parcel No. 73011012302 to the southeastern property corner of said parcel approximately 100 feet, encompassing an area of approximately 1,250 square feet

The vacated property would be joined with the petitioner's parcel(s), APN(s) 73011012302. This ROW would be used for landscaping, and to extend the yard. Below is a discussion of existing infrastructure located within the subject ROW.

PROPERTY DETAILS

Comprehensive Plan Map Future Land Use Designation of Adjacent Property: Residential Commercial

Shoreline Master Program: Not applicable

SEPA: Not applicable

Zoning of Adjacent Property:

- North, south, east, and west are all RC – Residential Commercial.

Site Description: The proposed ROW vacation is comprised of 1,250 square feet (SF), 12.5' X 100' trending east-west along 4th St NW. The vacated ROW(s) would be joined with the applicant's property, which is (50' X 100'). The area is operating currently as a vacation rental.

Vicinity Characteristics:

AREA	LAND USE PLAN	ZONING	EXISTING CONDITIONS
NORTH	Residential-Commercial	RC	Residence
SOUTH	Residential Commercial	RC	Residence
EAST	Residential Commercial	RC	Commercial
WEST	Residential Commercial	RC	Residence

Utilities and Services:

<u>Water:</u>	City water available
<u>Sewer:</u>	City sewer available
<u>Transportation:</u>	Property has frontage on Pacific Hwy N and 4 th ST NW
<u>Public Education:</u>	Ocean Beach School District
<u>Electricity:</u>	PUD No. 2 electricity available at site
<u>Storm water and Drainage:</u>	Pre-existing use
<u>Cable:</u>	Charter Cable and several satellite providers available
<u>Solid Waste:</u>	Area served by Peninsula Sanitation
<u>Police and Fire:</u>	City of Long Beach
<u>Medical and Emergency Facilities:</u>	City of Long Beach EMS, Medix Ambulance Service, and Ocean Beach Hospital District
<u>Library:</u>	Timberland Regional Library in Ilwaco and Ocean Park.

Public Parks and

Recreation Area(s): Numerous park and recreation areas within the City of Long Beach and within Pacific County; within walking distance to the beach and ball fields about a block south

Public Transit: Pacific Transit District service available, including Dial-A-Ride

PROCEDURAL INFORMATION

Authorizing Ordinances

Title 11, Unified Development, of the of Long Beach City Code, and more specifically as follows:

City Code Section 11-6C-1 allows an abutting property owner to petition the City Council to vacate all or portions of street or alley ROWs ;

City Code Sections 11-6C-2, 3, and 4 set forth procedures for evaluating the vacation of a street or alley; and

City Code Sections 11-6C-6, 7, and 8 set forth how title, zoning, and vested rights are to be handled for vacated property.

This petition is required pursuant to **City Code Section 11-6C-1(A)**. Other applicable City regulations and guidelines are as follows:

- City of Long Beach Comprehensive Plan
- City of Long Beach Unified Development Regulations

Process to Date

July 28, 2020: Petition received by City to vacate the north portion of 4th ST NW [attached]

July 28, 2020: City Administrator notified

Sept 21, 2020: City Council considered the vacation during an on-site workshop. The progress of this was postponed since WSDOT was coming to do curbs throughout the highway that abuts this property. The city wanted to make sure the vacation would not interfere with the WSDOT project and notified the petitioner.

September 21: City looked at utility GIS to determine if ROW vacation interfered with any services; PUD notified the City that there is power service in both ROW(s).

April 5, 2021: City Council considered and passed Agenda Bill (AB) 21-21, which approved Resolution 2012-03 [both attached], establishing May 3, 2021 as the day for a public hearing and possible decision. That hearing date was not less than twenty (20) days and not more than sixty (60) days from the date of the passage of said resolution.

April 6, 2021: The City posted a public notice [attached] at the subject property, Long Beach City Hall, the Long Beach Post Office, and the Long Beach Police Department. The City also requested the Chinook Observer publish the notice on April 14 and April 21, 2021.

May 3, 2021: The Council is expected to conduct a public hearing to take public input and may decide to close or continue the hearing.

May 17, 2021: This is the date slated for the Council to decide on this matter, barring continuation of the public hearing.

Materials Submitted

The petitioner submitted the following in support of the subject request for approval:

- Petition (letter)

ANALYSIS

Regarding street or alley vacations, the Long Beach City Code restricts itself to procedural requirements and provides no guidance regarding what the City Council must consider when deciding whether or not to vacate ROWs. It is left to the City Council to make this decision based on the Council's judgment of what is in the best interest of the City. The following analysis provides input from key staff, identifies procedural requirements, and identifies relevant portions of the City's Comprehensive Plan. This analysis is intended to aid the Council's decision by identifying potential costs and benefits of this proposed partial street vacation. Where City Code or Comprehensive Plan references are relevant, they appear [in brackets].

I. Staff Input

Fire Chief: Chief Kyle Jewell has no comments and identified no issues with the requested vacation.

There would still be a 62.5 ROW which provides enough access for any fire vehicle.

Water and Sanitary Sewer Department Head, Don Zuern, notes that there are utilities surrounding this property. None of which would conflict with this vacation. Please see attached utility map.

Parks, Streets and Drainage Department Head, Mike Kitzman, states that this vacation would not impact the stormwater drainage as the line is on the south side of the street.

There was a locate called in for the property prior to the City Council workshop on September 21, 2020 which called out all the utilities in 4th ST NW. This showed no interference with the requested vacation.

II. Comprehensive Plan

This request is consistent with the City's Comprehensive Plan and supports the plan's strategies.

III. City Code

The owners of an interest in any real estate abutting upon any street or alley may petition the City Council to make vacation, giving a description of the property to be vacated. The petition must be filed with the City Administrator. [City Code Section 11-6C-1(A), (C)]

On July 28, 2020, the applicant, who is also the owner of the property abutting all sides of the proposed street vacation, filed a petition with the City requesting partial street vacation, and described the property desired to be vacated. At that time, the proper utilities were contacted for a locate to ensure that this vacation would not impact any existing services. There was a time delay due to the fact that the Council wanted to see the property in person and the City was under the impression that WSDOT was doing a project during the summer of 2021 that would directly impact the proposed vacation.

If the petition is signed by the owners of more than two-thirds (2/3) of the properties abutting upon the street or alley sought to be vacated, the City Council shall by resolution set a date when the petition will be heard at a public hearing and decided upon. The date shall be not more than

sixty (60) days nor less than twenty (20) days after the date of the passage of such resolution.
[City Code Section at 11-6C-2]

The petitioner owns 100% of the property adjoining that portion of 4th ST NW, and the City Council is required to set a date for a public hearing on the matter. On April 5, 2021, the Long Beach City Council approved AB 21-21, passing Resolution 2021-03. That resolution fixed the date of a public hearing to hear input on the proposed vacation and to possibly decide the issue. The resolution as approved conforms to code.

Upon passage of the resolution, the City Administrator must post notice of the petition in three (3) public places in the city and a notice in a conspicuous place on the street or alley sought to be vacated. The notice must contain:

1. A statement that a petition has been filed to vacate the street or alley described in the notice; and
2. A statement of the time and place fixed for the hearing of the petition. [City code at 11-6C-3(A)]

On or about April 6, 2021, the City posted notice of the public hearing, including a description of the property proposed to be vacated, as well as a description of the date, time, and location of the hearing in three (3) public locations in the city, plus one on the property proposed to be vacated. In addition, on April 6, 2021, the City requested the Chinook Observer publish the notice in its April 14th and 21st, editions. The notice as stated and posted conforms to code.

If fifty percent (50%) of the abutting property owners file written objection to the proposed vacation with the City Administrator prior to the time of the hearing, the city will not proceed with the resolution. [City code at 11-6C-3(C)]

The adjacent property owners have not made any comments at this time.

Ordinance Required: The hearing on the petition must be held by the City Council. If the City Council decides to grant the petition or any part of it, the City Council may by ordinance vacate the street or alley. The ordinance may provide that it will not become effective until the owners of property abutting upon the street or alley so vacated will compensate the City in an amount which does not exceed one-half (½) the appraised value of the area so vacated, except in the event the subject property was acquired at public expense. Compensation may be required in an amount equal to the full appraised value of the vacation; provided, that the ordinance may

provide that the City retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services. [11-6C-4(A)] The City also requires that vacation of streets that abut water be in the full amount.

The City Council is scheduled to conclude a public hearing on this matter at its regularly scheduled meeting on May 3, 2021. After that hearing, should the City decide to pass an ordinance and vacate a portion of the subject ROW, the applicants shall cause to have conducted an appraisal of the market value of the area to be vacated. Since the subject ROW was not purchased at public expense, and because this ROW does not directly lead to the ocean as defined in City Code, Council would be allowed to ask the applicant to pay up to a maximum of ½ the market value.

The initiating party shall be responsible for the payment of all costs associated with the vacation, including the appraisal of the property. [11-6C-4(A)(1)]

If Council grants the vacation and passes an ordinance, the petitioners must pay to have an appraisal conducted to establish the value of the property to be vacated. Alternatively, the Council and petitioners may mutually agree to use a recent valuation conducted by Lighthouse Realty, which fixed the full market value at \$11,250. Therefore, with ½ market value as the maximum amount allowed to be charged, the amount to be charged would be \$5,625.

The amount a petitioner must pay for a vacated ROW up to the maximum is entirely up to Council.

Record Ordinance: A certified copy of the ordinance must be recorded by the City Clerk-Treasurer with the Pacific County Auditor's Office. [11-6C-4(B)]

This is a staff task, and if the transaction is completed, staff will record a certified copy of the ordinance with Pacific County. The petitioner will pay any recording costs.

Title to Vacated Street or Alley: If any street or alley is vacated by the City Council, the property within the limits so vacated will belong to the abutting property owners. [11-6C-6]

If the City Council vacates the north portion of the 4th ST NW ROW as requested, the property would be owned by the petitioners or subsequent owners of the property to which the vacated land is joined.

Zoning of Vacated Street or Alley: The zoning of vacated ROWs shall be the same as that of the abutting property to which it will belong. [11-6C-7]

If the City Council vacates the north portion of the 4th ST NW ROW as requested, that property would be zoned RC—Residential Commercial.

SUMMARY

Northern 12.5 feet of 4th Street Northwest from the southwestern property corner of parcel No. 73011012302 to the southeastern property corner of said parcel approximately 100 feet, encompassing an area of approximately 1,250 square feet.

This could create access issues for water, sewer and stormwater. Also, the PUD has two transformers in the area of the vacation. If it were to pass, the owner would need to grant easements for those utilities.

SUGGESTED FINDINGS OF FACT AND CONCLUSIONS OF LAW

I. Suggested Findings of Fact

Staff provides the City Council of the City of Long Beach, Washington, the following suggested findings of fact and APPROVE of Case No. VAC 2021-01. If any Findings of Fact herein are deemed Conclusions of Law, they are incorporated into the Conclusions of Law for this decision.

1. **Petition.** The City Council finds the petition comprises the following:
 - 1.1 A letter from petitioner Steve Hrutfiord, July 28, 2020.
 - 1.2 All other information contained in Case File No. VAC 2021-01.
2. **Procedures.** The Council finds the following procedures were followed:
 - 2.1 On July 28, 2020, petition (completed) was received by the City.
 - 2.2 On July 28, 2020, the City Administrator was notified.
 - 2.3 On September 21, 2020 City Council considered the vacation during an on-site workshop. The progress of this was postponed since WSDOT was coming to do curbs throughout the highway that abuts this property. The city wanted to make sure the vacation would not interfere with the WSDOT project and notified the petitioner.
 - 2.4 On September 21, 2020 the City Administrator consulted with City Department Heads, Public Utility District No. 2 of Pacific County, and CenturyTel regarding this ROW.
 - 2.5 On April 5, 2021, the City Council approved Resolution 2021-03, setting the time and place for a public hearing on the matter.
 - 2.6 On or soon after April 6, 2021, the City posted notice of the hearing at the subject site, the Long Beach Post Office, the Long Beach Police Station, and Long Beach City Hall. The City also requested the Chinook Observer publish the notice in its April 14 and April 21, 2021 issues. The notice includes a statement of the proposal, a description of the land proposed to be vacated, as well as a map. The notice also includes instruction on how to submit comments on the proposal.
 - 2.7 On May 3, 2021, the Long Beach City Council opened and conducted a public hearing at or soon after 7 PM to take public comment on this matter.

3. **Proposal.** The City Council finds the following regarding the proposed street vacations:

- 3.1 The petitioner's request and City staff recommend that Council vacate the following, with transfer of title to the petitioners and all rights thereto:
- Northern 12.5 feet of 4th Street Northwest from the southwestern property corner of parcel No. 73011012302 to the southeastern property corner of said parcel approximately 100 feet, encompassing an area of approximately 1,250 square feet.
- 3.2 The petitioners shall pay for all costs associated with this proposal, including but not limited to noticing fees and appraisal costs if granted.
- 3.3 The petitioner shall pay the City up to a maximum of 50% of the appraised value of the subject property if granted.

4. **Property characteristics.** The City Council finds the following regarding the subject property:

- 4.1 Northern 12.5 feet of 4th Street Northwest from the southwestern property corner of parcel No. 73011012302 to the southeastern property corner of said parcel approximately 100 feet, encompassing an area of approximately 1,250 square feet in the RC –Residential Commercial zone. The subject property is located on Block 12, S ½ of Lots 2 & 3, Plat of Tinkers 2nd North Addition, of Long Beach, according to the Plat thereof on file in the office of the Auditor in Volume D-1 of Plats, Page 45, of Pacific County, Washington.

Characteristics of the property to which the vacated land would become part are as follows:

- 4.2.1 The parcel(s) is 50' X 100'.
- 4.2.2 The lot currently is developed and used as a vacation rental.
- 4.2.3 The parcel is essentially flat.
- 4.2.4 The parcel is served with City and utility services.
5. **Subject property land use and zoning.** The City Council finds the following regarding the land use and zoning of the property proposed for vacation:
- 5.1 The subject property is located adjacent to the RC—Residential Commercial zone pursuant to the City's zoning regulations.
- 5.2 The subject property is located adjacent to property designated RC—Residential Commercial on the future land use map of the Long Beach Comprehensive Plan.
- 5.3 The current land use of the subject property is developed with a single-family home on it.

6. **Surrounding property land use and zoning.** The City Council finds the following regarding the land use and zoning of surrounding property:

AREA	LAND USE PLAN	ZONING	EXISTING CONDITIONS
NORTH	Residential-Commercial	RC	Residence
SOUTH	Residential Commercial	RC	Residence
EAST	Residential Commercial	RC	Commercial
WEST	Residential Commercial	RC	Residence

7. **Services.** The City Council finds the following regarding services and utilities available to serve the proposed project:
- 7.1 Water is available from the City of Long Beach.
 - 7.2 Sewer is available from the City of Long Beach.
 - 7.3 Transportation: Existing from 4th ST NW and Pacific Hwy N
 - 7.4 Public Education is provided by the Ocean Beach School District.
 - 7.5 Electricity is available from Pacific County PUD No. 2.
 - 7.6 Solid Waste is available from Peninsula Sanitation and service is already provided.
 - 7.7 Police and Fire are provided by the City of Long Beach Police and City of Long Beach Fire Department.
 - 7.8 Medical and Emergency Facilities are provided by the City of Long Beach EMS, Medix Ambulance Service, and Ocean Beach Hospital District No. 3.
8. **City Staff and PUD Input.** The City Council finds the following regarding staff and PUD input:
- 8.1 City staff did not identify any conflicts regarding City services or utilities. During the locate no PUD lines or phone service was identified that would conflict.
9. **City's Comprehensive Plan.** The City Council finds the proposed project does comply with the City's Comprehensive Plan.
10. **City's Unified Development Regulations.** The City Council finds the proposal complies with the following relevant portions of the City's Unified Development Regulations:
- 10.1 11-6C-1(A), (C): Petition by owner.

- 10.2 11-6C-2: Setting date for hearing.
- 10.3 11-6C-3: Notice of hearing.
- 10.4 11-6C-4: Hearing; ordinance of vacation.
- 10.5 11-6C-6: Title to vacated street or alley.
- 10.6 11-6C-7: Zoning of vacated street or alley.

II. Suggested Conclusions of Law

Staff provides the Long Beach City Council the following suggested conclusions of law as input and APPROVE Case No. VAC 2021-01. The conclusions of law herein are made in reliance upon and with specific reference to and adoption of the Findings of Fact stated above, which are incorporated herein in their entirety by reference. If any Conclusions of Law herein are deemed Findings of Fact, they are incorporated into the Findings of Fact for this decision.

The City Council of the City of Long Beach, Washington, concludes the following regarding Case No. VAC 2021-01:

1. Case No. VAC 2021-01 complies with relevant portions of the Unified Development Regulations, adopted via Ordinance 848, as may be amended.

SUGGESTED RECOMMENDATION AND ACTION

Based on the analysis and suggested Findings of Fact and conclusions of law, above, staff recommends the City Council adopt the above Findings of Fact and APPROVE Case No. VAC 2021-01, including vacation of the following:

- Northern 12.5 feet of 4th Street Northwest from the southwestern property corner of parcel No. 73011012302 to the southeastern property corner of said parcel approximately 100 feet, encompassing an area of approximately 1,250 square feet.

ATTACHMENTS

1. Location map
2. Petition (letter)
3. AB 21-21
4. Resolution 2021-01
5. Notice of public hearing

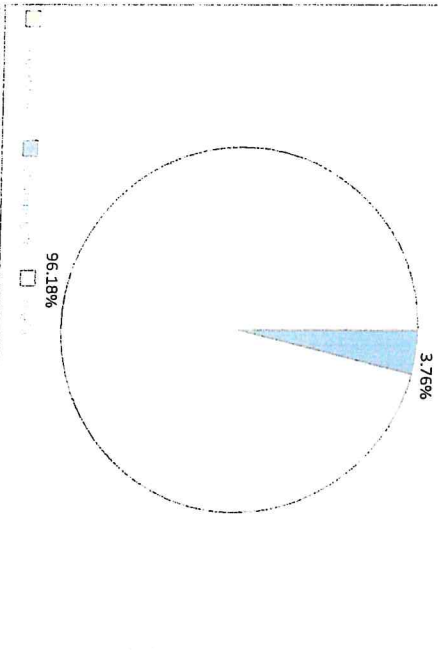
Assure Station Metrics Monthly Reporting

Long Beach - Monthly Report - March 2021

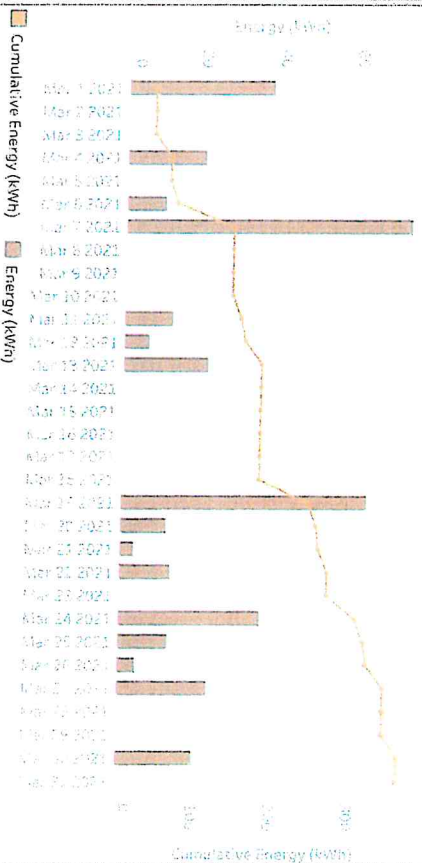
Report ID: 16125
 Report Date: 3/31/2021
 Report Period: 3/1/2021 - 3/31/2021

Port Count	Station Count	Total Revenue (\$)	Energy (kWh)	GHG Savings (kg)	Gasoline Saved (Gal)	Unique Driver	Chargepoint Response SLA	Session Count
2	1	80	363	152	46	18	100.00%	26

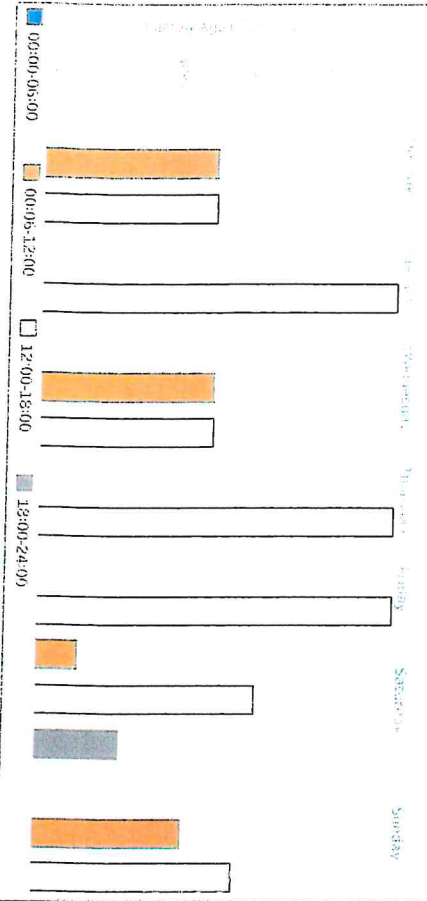
Port Utilization: 24 Hours



Energy Dispensed (kWh) by Day



Session Starts by Time of Day Month

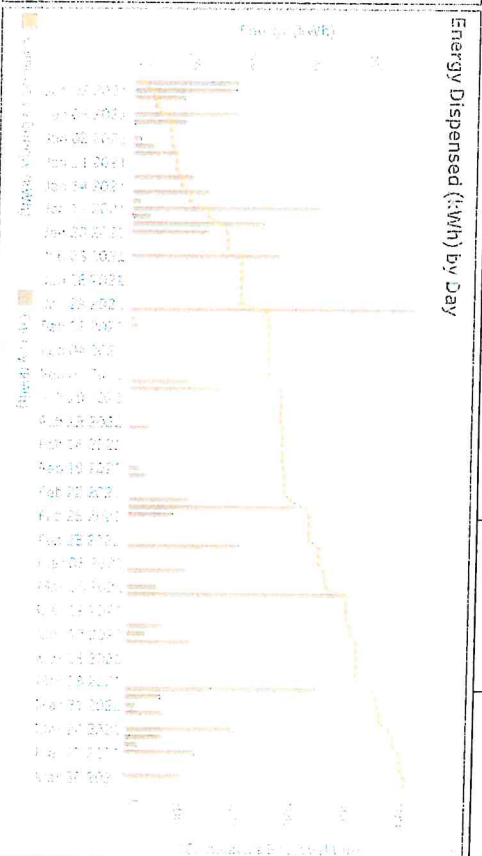
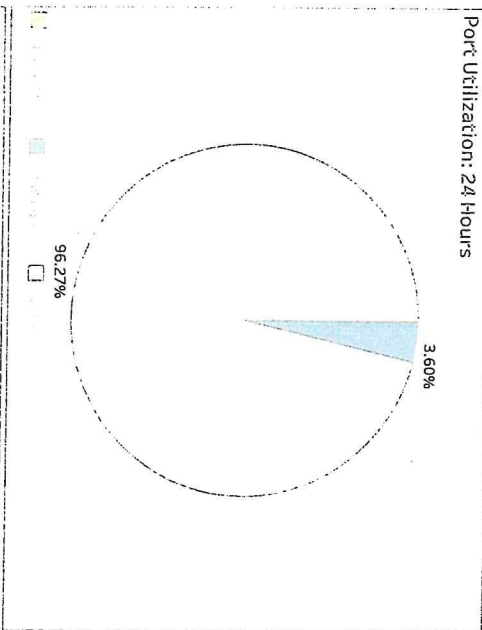


Average Session Duration (Hours)	2.18
Average Session Charge Time (Hours)	2.15
Average Session Energy (kWh)	13.97
Average Session Revenue (\$)	3.08
Occupied Hours	56.77
Charging Hours	55.92
Service Tickets	0.00

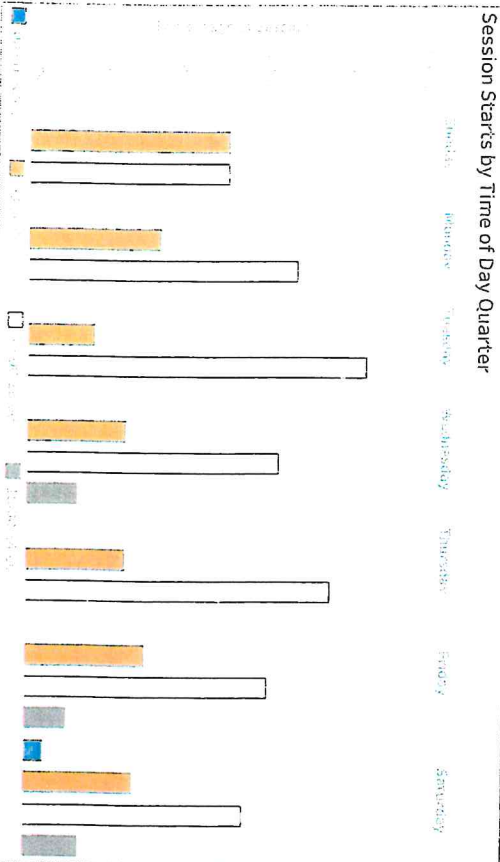
Company Information

Portugal
All
Quarter 2000
2000, 2001

Port Count		Station Count	Total Revenue (\$)	Energy (kWh)	GHG Savings (kg)	Gasoline Saved (Gal)	Unique Driver	Chargepoint Response SLA	Session Count
2		1	227	1,017	427	128	44	100.00%	72



Session Starts by Time of Day Quarter



Average Session Duration (Hours)	2.24
Average Session Charge Time (Hours)	2.16
Average Session Energy (kWh)	14.12
Average Session Revenue (\$)	3.15
Occupied Hours	161.2
Charging Hours	155.4
Service Tickets	0.0

Service Entitlement Status Breakdown of Assure Stations				
Expired	0-30 Days	1-6 Months	6-12 Months	1+ Year
Assure	0	0	0	1
SW	0	0	1	0

- You dispensed more energy than 57.33 % of other Assure customers.
- You collected more fees than 82.31 % of other Assure customers.
- You fueled more unique drivers than 84.36 % of other Assure customers.
- Your 24 hour charging utilization was higher than 52.70 % of other Assure customers.

Station Name	Total Energy (kWh)	Total Sessions	Total Fees (\$)	Gasoline Saved (Gal)	GHG Savings (kg)	Charging Hours	Occupied Hours	Uptime (%)
LONG BEACH STATION 1	1,017	72	\$ 226.58	128	427	155	161	100.00%

Port Utilization Chart: This is a view of station utilization during common business hours. You can use this information to determine if updates need to be made to pricing / access policies or if stations should be added.

Session Start Distribution Chart: This is a view (by day) of what times drivers start sessions. You can use this information to fine tune time of day pricing policy rules.

Station / Port Count: In order to be counted, a station must have the "Assure" entitlement applied. This is the number of stations / ports that currently have the "Assure" entitlement.

Total Revenue: This is the sum of session fees generated by your "Assure" stations minus the ChargePoint service fee (10%). This is based on session dates (not transaction date which may differ). Your Flex Billing reports should be used for financial reporting.

Energy (kWh): All energy dispensed through your "Assure" stations. This data point can be useful in reconciling station energy against energy bills.

GHG Savings (kg): All the green house gasses (95% CO2) that would have been released had the miles provided by your stations come from gasoline. This data point can be useful in sustainability reporting.

Unique Drivers: The number of unique drivers that used your stations this month (a driver would be counted only once even if they used different RFID cards). An understanding of the number of unique drivers visiting may be useful in creating station messaging / video ads.

Gasoline (Gall) Saved: All the gasoline that would have been burned had the miles provided by your stations come from gasoline. This data point can be useful in sustainability reporting.

ChargePoint Response SL: Percentage of tickets to which ChargePoint responded within Service Level (1 business day). ChargePoint holds itself accountable to our Service Level commitment.

Uptime: Percentage of time that your ports were capable of dispensing power. ChargePoint is committed to keeping your ports dispensing power 98% of the time or better.

Sessions: Total session count.

An understanding of the number of times your stations authorize a session can be useful creating station messaging / video ads.

Average Session Duration: Average amount of time drivers occupy your stations. This data point can be useful in fine tuning length of stay pricing policy rules.

Average Charging Time: Average amount of time per session energy is flowing. This data point can be useful in fine tuning length of stay pricing policy rules.

Average Session Energy: Average amount of energy dispensed. This data point can be useful in fine tuning price per kW pricing policy rules.

Average Session Revenue: Average session fee - 10%. This data point can be useful in fine tuning minimum & maximum values for pricing policy rules.

Total Hours Occupied: Sum of all session durations. This is used in part to determine utilization.

Total Hours Charging: Sum of all session charging durations. This is used in part to determine utilization.

New Service Tickets: Count of trouble tickets tracking issues with a "Assure" station created this month. This will help in keeping track of station fault issues raised with ChargePoint Support.