



AGENDA –Tuesday, September 7, 2021

6:00 p.m. Workshop

7:00 p.m. City Council Meeting

Zoom Webinar ONLY

Meeting ID: 814 5330 4182

Password: 12345678

6:00 WORKSHOP

WS 21-16

Fireworks Survey Results and Discussion – TAB A

WS 21-17

Food Truck Event – TAB B

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 Hanson & 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.

Introduction to Richard Jacoby – Building Inspector/Code Enforcement

CONSENT AGENDA – TAB C

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, August 16, 2021, City Council Meeting
- Payment Approval List for Warrant Registers 60410-60437 & 88526-88596 for \$239,844.19

- AB 21-43 – Release of Retainage and Closeout on Trommel Procurement – TAB D
- AB 21-44 – Gray and Osborne Contract for On-Call Engineering Services – TAB E
- AB 21-45 – Water Department Truck Purchase – TAB F
- AB 21-46 – LIHEAP Agreement – TAB G
- AB 21-47- WaTech Service Agreement – TAB H

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB I

- Summary Report and Decision of CUP 2021-05 (132 28th ST NW)
- Summary Report and Decision of CUP 2021-06 (305 Pacific Ave S)
- Summary Report and Decision of CAO V 2021-02 (300 Ocean Beach Blvd S)
- Short Plat Decision 2021-01 Cutting 1608 Idaho Ave South
- Lodging Tax Collections
- Sales Tax Collections
- Transportation Benefit District Collections
- Parks, Streets and Stormwater Report for July 2021
- Kite Festival “Thank you” Letter
- Wings Over Willapa Letter
- Summary Report and Decision for CUP 2021-07 (1803 Pacific Ave N)
- Police Chief’s Report for August 2021

- **Letters regarding vacation rentals near Sea Crest and 28th ST NW (6)**

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.
September 20, 2021, October 4, 2021 & October 18, 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



**CITY COUNCIL
WORKSHOP BILL
WS 21-16**

Meeting Date: September 7, 2021

AGENDA ITEM INFORMATION		
SUBJECT: Summary of Fireworks Survey Results	<i>Originator:</i>	
	Mayor	JP
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: N/A		
SUMMARY STATEMENT: Discuss the fireworks survey results and suggested updates to the pertinent code sections.		

Workshops are public meetings with the purpose of allowing the City Council to discuss topics. No formal decisions are made at workshops. While almost every meeting when a majority of the city council is present is considered a public meeting, that does not necessitate the Council allowing public comment. If the Mayor and Council request more information or clarification, they may seek input from the audience.

4th of July Survey 2021

[illegible]

Fireworks summary

Ordinances to modify or create:

1. Cut number of fireworks vendors from current (4) to 2 or 1
2. Number of Days for sales and discharge
3. Emergency ban authority for emergency conditions (fire, drought, tides, any issue)
 - a. (Mayor, Police & Fire Chief unified) can make recommendation to council. Final decision by the council.
4. Change fines for illegal fireworks \$500 first offense & \$1,000 for 2nd offense.

Based on the surveys, changes to make are:

1. # of days allowed to sell fireworks – Reduce 8 days to 5 – June 29-July 3
2. # of days allowed to discharge fireworks – reduce to 5 – June 30-July 4
3. Discharge times – Leave as current

Increase public awareness with Marketing and advertising.

Fire / Volunteers on approach handing out flyer and info related to fireworks and illegal materials to burn on beach

Beach Cleaner / tractor towable – go fund me to raise money

Work with WS Parks on better barricade on no driving section from Bolstad to Seaview Approach

Marketing / pre fourth actions

1. Obtain more reader boards
2. More wooden signs (beach approaches / town)
 - a. 3 or 4 key points per sign.
3. Social Media / City Web Page / Facebook
 - a. Merchants Association
 - b. PCTB – Same message
 - c. Redesign flyer for fireworks stands to handout.
 - d. Locals are using dumpsters on approaches for personal garbage / furniture dump
4. Banners across Pacific with clear marketing message

Q1. What is your zip code?

Q2. RESIDENCY										Q1. ZIP CODE									
		P.T.																	
Full res- time ident/ Second home		ident/ Vis- itor		Ray- mond		South Bend		Chi- nook		Ilwaco		Long Beach		Ocean Park		Oyster Sea- ville view			
Total res- ident		ident		ident		ident		ident		ident		ident		ident		ident		ident	
1102		925		159		17		42		20		23		284		404		14	
100		100		100		100		100		100		100		100		100		100	
59601		1		-		1		-		-		-		-		-		-	
84045		1		-		-		-		-		-		-		-		-	
85302		1		-		1		-		-		-		-		-		-	
89640		1		1		-		-		-		-		-		-		-	
91012		1		-		1		-		-		-		-		-		-	
95304		1		-		1		-		-		-		-		-		-	
96831		1		-		-		-		-		-		-		-		-	
97048		1		-		1		-		-		-		-		-		-	
97078		1		1		-		-		-		-		-		-		-	
97080		1		1		-		-		-		-		-		-		-	
97086		1		-		-		-		-		-		-		-		-	

Q1. What is your zip code?

Q2. RESIDENCY		Q1. ZIP CODE									
		P.T.									
Total res- ident	Full time ident/	Second home									
		itor									
97123	1 *%	-	1 1%	-	-	-	-	-	-	-	-
97219	1 *%	-	1 1%	-	-	-	-	-	-	-	-
97631	1 *%	-	1 1%	-	-	-	-	-	-	-	-
97640	2 *%	2 *%	-	-	-	-	-	-	-	-	-
98038	1 *%	-	1 1%	-	-	-	-	-	-	-	-
98115	1 *%	-	1 1%	-	-	-	-	-	-	-	-
98208	1 *%	1 *%	-	-	-	-	-	-	-	-	-
98284	1 *%	-	-	1 6%	-	-	-	-	-	-	-
98321	1 *%	1 *%	-	-	-	-	-	-	-	-	-
98503	2 *%	-	1 1%	1 6%	-	-	-	-	-	-	-
98512	1 *%	-	1 1%	-	-	-	-	-	-	-	-
98527	5 *%	3 *%	2 1%	-	-	-	-	-	-	-	-

Q1. What is your zip code?

Q2. RESIDENCY		Q1. ZIP CODE									
Total res- ident	Full time ident	P.T. res- ident/ Second home	Vis- itor	98577 Ray- mond	98586 South Bend	98614 Chi- nook	98624 Ilwaco	98631 Long Beach	98640 Ocean Park	98641 Oyster ville	98644 Sea- view
98537	2 *%	1 *%	-	1 6%	-	-	-	-	-	-	-
98547	4 *%	4 *%	-	-	-	-	-	-	-	-	-
98554	2 *%	2 *%	-	-	-	-	-	-	-	-	-
98577	42 4%	41 4%	1 1%	42 100%	-	-	-	-	-	-	-
98586	20 2%	19 2%	1 1%	-	20 100%	-	-	-	-	-	-
98588	1 *%	1 *%	-	-	-	-	-	-	-	-	-
98589	1 *%	-	1 1%	-	-	-	-	-	-	-	-
98590	5 *%	4 *%	1 1%	-	-	-	-	-	-	-	-
98604	2 *%	1 *%	1 1%	-	-	-	-	-	-	-	-
98607	1 *%	-	1 1%	-	-	-	-	-	-	-	-
98611	1 *%	1 *%	-	-	-	-	-	-	-	-	-
98614	23 2%	22 2%	1 1%	-	-	23 100%	-	-	-	-	-

Q1. What is your zip code?

Q2. RESIDENCY		Q1. ZIP CODE									
		P.T.									
		Full res- ident	time ident/	Second Vis- itor	98577	98586	98614	98624	98631	98640	98644
					Ray- mond	South Bend	Chi- nook	Ilwaco	Long Beach	Ocean Park	Oyster Sea- ville view
Total											
98620	1 *%	-	1 1%	-	-	-	-	-	-	-	-
98624	97 9%	86 9%	11 7%	-	-	-	-	97 100%	-	-	-
98625	1 *%	1 *%	-	-	-	-	-	-	-	-	-
98626	1 *%	-	1 1%	-	-	-	-	-	-	-	-
98629	2 *%	-	1 1%	1 6%	-	-	-	-	-	-	-
98631	284 26%	248 27%	35 22%	1 6%	-	-	-	-	284 100%	-	-
98632	5 *%	-	4 3%	1 6%	-	-	-	-	-	-	-
98633	1 *%	-	1 1%	-	-	-	-	-	-	-	-
98634	1 *%	1 *%	-	-	-	-	-	-	-	-	-
98637	10 1%	9 1%	1 1%	-	-	-	-	-	-	-	-
98638	22 2%	22 2%	-	-	-	-	-	-	-	-	-
98640	404 37%	356 38%	48 30%	-	-	-	-	-	-	404 100%	-

Q1. What is your zip code?

Q2. RESIDENCY		Q1. ZIP CODE									
Total res- ident	Full time ident/ Second home itor	P.T.									
		98577	98586	98614	98624	98631	98640	98641	98644		
		Ray- mond	South Bend	Chi- nook	Ilwaco	Long Beach	Ocean Park	Oyster ville	Sea- view		
98641	14 1%	-	-	-	-	-	-	14 100%	-		
98642	2 *	-	-	-	-	-	-	-	-		
98644	103 9%	-	-	-	-	-	-	-	-	103 100%	
98649	1 *	-	-	-	-	-	-	-	-		
98661	1 *	-	-	-	-	-	-	-	-		
98662	1 *	1 6%	-	-	-	-	-	-	-		
98665	1 *	-	1 6%	-	-	-	-	-	-		
98671	1 *	-	1 1%	-	-	-	-	-	-		
98684	2 *	-	-	-	-	-	-	-	-		
98685	1 *	-	-	-	-	-	-	-	-		
98731	1 *	-	-	-	-	-	-	-	-		
98802	1 *	-	-	-	-	-	-	-	-		

Q1. What is your zip code?

Q2. RESIDENCY		Q1. ZIP CODE									
Total res-ident	Full time res-ident/Second home	P.T. ident/Vis-itor		98577 Ray-mond	98586 South Bend	98614 Chi-nook	98624 Ilwaco	98631 Long Beach	98640 Ocean Park	98641 Oyster Sea-ville	98644 Sea-view
99006	1 *%	-	1 1%	-	-	-	-	-	-	-	-
99163	2 *%	-	1 1%	1 6%	-	-	-	-	-	-	-
99212	1 *%	-	-	1 6%	-	-	-	-	-	-	-
99320	1 *%	-	1 1%	-	-	-	-	-	-	-	-
99337	1 *%	-	-	1 6%	-	-	-	-	-	-	-
99631	2 *%	2 *%	-	-	-	-	-	-	-	-	-
99640	2 *%	2 *%	-	-	-	-	-	-	-	-	-
99644	1 *%	1 *%	-	-	-	-	-	-	-	-	-
Don't know/No Answer	135	101	29	3	-	-	-	-	-	-	-

Q2. Are you a ...

Q2. RESIDENCY		Q1. ZIP CODE									
		P.T.									
		Full time resident	Second home visitor	98577	98586	98614	98624	98631	98640	98641	98644
		ident	itor	Raymond	South Bend	Chinook	Ilwaco	Long Beach	Ocean Park	Oyster	Seaville view
		1026	188	20	20	23	97	284	404	14	102
		100	100	100	100	100	100	100	100	100	100
		1026	-	-	41	19	22	248	356	10	75
		83%	100%	98%	95%	96%	89%	87%	88%	71%	74%
		188	-	1	1	1	11	35	48	4	27
		15%	100%	2%	5%	4%	11%	12%	12%	29%	26%
		20	-	-	-	-	-	1	-	-	-
		2%	-	20	-	-	-	1	-	-	-
				100%				1			
		3	-	-	-	-	-	-	-	-	1
		Don't know/No Answer									

Q3. Do you or your family participate in fireworks celebration?

Q2. RESIDENCY		Q1. ZIP CODE										
-----		-----										
P.T.												
Full res- time ident/ Second Vis- itor		98577	98586	98614	98624	98631	98640	98641	98644			
ident home		Ray- mond	South Bend	Chi- nook	Ilwaco	Long Beach	Ocean Park	Oyster ville	Sea- view			
-----		-----										
Total Answering	1231	1021	188	20	42	20	23	97	283	400	14	103
	100	100	100	100	100	100	100	100	100	100	100	100
Yes	500	402	82	16	20	8	14	42	140	130	2	37
	41%	39%	44%	80%	48%	40%	61%	43%	49%	33%	14%	36%
No	731	619	106	4	22	12	9	55	143	270	12	66
	59%	61%	56%	20%	52%	60%	39%	57%	51%	68%	86%	64%
Don't know/No Answer	6	5	-	-	-	-	-	-	1	4	-	-

Q6. I support limiting fireworks discharge to ____ days

		Q2. RESIDENCY				Q1. ZIP CODE							
		P.T.											
		Full time resident	Second home	Visitor		98577 Raymond	98586 South Bend	98614 Chi-nook	98624 Ilwaco	98631 Long Beach	98640 Ocean Park	98641 Oyster ville	98644 Sea-view
		1021	187	20		42	20	23	96	281	403	14	102
		100	100	100		100	100	100	100	100	100	100	100
0		378	310	63	4	16	10	3	32	73	128	8	38
		31%	30%	34%	20%	38%	50%	13%	33%	26%	32%	57%	37%
1		218	174	41	2	5	2	6	13	32	93	4	19
		18%	17%	22%	10%	12%	10%	26%	14%	11%	23%	29%	19%
2		164	140	19	4	6	2	1	9	34	65	-	18
		13%	14%	10%	20%	14%	10%	4%	9%	12%	16%	-	18%
3		117	95	21	1	4	1	3	10	29	37	1	9
		10%	9%	11%	5%	10%	5%	13%	10%	10%	9%	7%	9%
4		61	54	7	-	2	1	1	4	14	23	-	5
		5%	5%	4%		5%	5%	4%	4%	5%	6%	-	5%
5		31	24	6	1	-	1	2	4	8	9	-	1
		3%	2%	3%	5%		5%	9%	4%	3%	2%	-	1%
6		3	3	-	-	-	-	-	1	1	-	-	-
		1%	1%						1%	1%			
7		10	8	1	1	-	-	-	2	4	2	-	-
		1%	1%	1%	5%				2%	1%	1%		
8 (the current rule)		249	213	29	7	9	3	7	21	86	46	1	12
		20%	21%	16%	35%	21%	15%	30%	22%	31%	11%	7%	12%
Don't know/No Answer		6	5	1	-	-	-	-	1	3	1	-	1
Mean		2.7	2.8	2.3	4.1	2.6	2.1	3.8	3.0	3.6	2.1	1.1	2.0
Median		2.0	2.0	1.0	2.5	1.5	0.5	3.0	2.0	3.0	1.0	0.0	1.0

Q8. Fireworks should be allowed ...

		Q2. RESIDENCY				Q1. ZIP CODE							
		P.T.											
		Full res- ident	time ident/	Second	Vis- itor	98577 Ray- mond	98586 South Bend	98614 Chi- nook	98624 Ilwaco	98631 Long Beach	98640 Ocean Park	98641 Oyster ville	98644 Sea- view
Total		res- ident	ident	home	itor								
Total Answering	1228	1020	185	20	42	20	22	95	282	403	14	101	
	100	100	100	100	100	100	100	100	100	100	100	100	
on the beach	686	569	102	15	18	7	15	48	189	205	5	54	
	56%	56%	55%	75%	43%	35%	68%	51%	67%	51%	36%	53%	
over local rivers	296	242	41	13	14	7	11	27	81	62	2	21	
	24%	24%	22%	65%	33%	35%	50%	28%	29%	15%	14%	21%	
in community neighborhoods/on streets	259	216	31	11	14	6	10	26	77	41	-	14	
	21%	21%	17%	55%	33%	30%	45%	27%	27%	10%	-	14%	
in public parks/areas	211	179	24	8	11	4	6	21	58	49	-	13	
	17%	18%	13%	40%	26%	20%	27%	22%	21%	12%	-	13%	
Other	125	107	14	4	7	2	5	11	33	29	-	13	
	10%	10%	8%	20%	17%	10%	23%	12%	12%	7%	-	13%	
None of the above	451	373	73	3	18	10	5	39	82	161	9	40	
	37%	37%	39%	15%	43%	50%	23%	41%	29%	40%	64%	40%	
Don't know/No Answer	9	6	3	-	-	-	1	2	2	1	-	2	

Q9. Do you want to ban...

		Q2. RESIDENCY				Q1. ZIP CODE									
		P.T.													
		Full time res- ident	ident/ Second home	Vis- itor		98577 Ray- mond	98586 South Bend	98614 Chi- nook	98624 Ilwaco	98631 Long Beach	98640 Ocean Park	98641 Oyster ville	98644 Sea- view		
Total		1233	1022	188	20	42	20	23	97	280	404	14	103		
		100	100	100	100	100	100	100	100	100	100	100	100		
Licensed professional fireworks shows		17	17	-	-	-	1 5%	-	4 4%	-	6 1%	-	3 3%		
Personal fireworks		496	415	75	4	17	10	10	39	96	174	10	50		
		40%	41%	40%	20%	40%	50%	43%	40%	34%	43%	71%	49%		
All fireworks		185	155	28	1	12	3	1	12	31	66	6	18		
		15%	15%	15%	5%	29%	15%	4%	12%	11%	16%	43%	17%		
Fireworks during hazardous weather conditions		630	531	91	6	24	9	14	49	132	225	9	58		
		51%	52%	48%	30%	57%	45%	61%	51%	47%	56%	64%	56%		
Do not support a ban		373	307	55	11	8	4	10	28	112	100	1	19		
		30%	30%	29%	55%	19%	20%	43%	29%	40%	25%	7%	18%		
Don't know/No Answer		4	4	-	-	-	-	-	-	4	-	-	-		

TAB - B



**CITY COUNCIL
WORKSHOP BILL
WS 21-17**

Meeting Date: September 7, 2021

AGENDA ITEM INFORMATION		
SUBJECT: Special Use – Food Truck / Cart discussion	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: N/A		
SUMMARY STATEMENT: Discuss regarding a food event.		

Workshops are public meetings with the purpose of allowing the City Council to discuss topics. No formal decisions are made at workshops. While almost every meeting when a majority of the city council is present is considered a public meeting, that does not necessitate the Council allowing public comment. If the Mayor and Council request more information or clarification, they may seek input from the audience.

TAB - C

LONG BEACH CITY COUNCIL MEETING

August 16, 2021

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. Hanson, and C. Kemmer were all in attendance.

PUBLIC COMMENT

There were multiple public comments.

CONSENT AGENDA

Minutes, August 2, 2021, City Council Meeting

Payment Approval List for Warrant Registers 60377-60409 & 88446-88525 for \$663,426.67

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

BUSINESS

AB 21-42 – Agreement with Creative Community Solutions Inc. for SMP Review

Ariel Smith, Community Development Director, presented the Agenda Bill. Every seven years a periodic review of the Shoreline Master Program is required by the Washington State Department of Ecology. They have awarded a grant to the city in the amount of \$11,600. This should cover the contractor expenses related to the project if all goes as planned.

C. Hanson made the motion to authorize Mayor Phillips to execute the agreement. C. McGuire seconded the motion; 5 Ayes, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

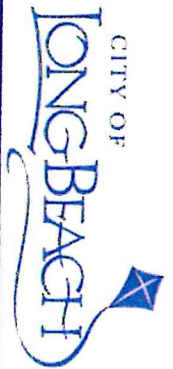
- Police Chief's Report for July 2021
- Preliminary Budget Calendar
- Medix Ambulance Response Reports
- Wastewater Report for July 2021
- Water Report for July 2021
- Letter from the Golden's
- Letter from Fay Lawless

ADJOURNMENT

Mayor Phillips adjourned the meeting at 7:32 p.m.

Mayor

City Clerk



Warrant Register

Check Periods: 2021 - August - Second

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 TO SAID CLAIM.

Council Member	Council Member	Council Member	Clerk/Treasurer
Number	Name	Print Date	Cleaning Date
60410	Bell, Helen S	8/20/2021	Amount
60411	Binion, Jacob M	8/20/2021	\$309.38
60412	Booi, Kristopher A	8/20/2021	\$1,950.09
60413	Cox, Mallory E	8/20/2021	\$1,726.98
60414	Goulter, John R	8/20/2021	\$597.24
60415	Hermens, Jessie R	8/20/2021	\$1,887.27
60416	Huff, Timothy M	8/20/2021	\$1,503.57
60417	Kemmer, Larry L	8/20/2021	\$1,761.87
60418	Luehe, Paul J	8/20/2021	\$1,608.57
60419	Padgett, Timothy J	8/20/2021	\$2,061.71
60420	Payroll Vendor	8/20/2021	\$1,533.41
60421	Wright, Flint R	8/20/2021	Void
60422	Zuern, Donald D	8/20/2021	\$2,936.87
60423	AFLAC	8/20/2021	\$2,492.32
60424	Awc - ST & Life	8/20/2021	\$537.40
60425	City of LB Retirement Payback	8/20/2021	\$820.51
60426	City of Long Beach - Fica	8/20/2021	\$50.77
60427	City of Long Beach - FICA	8/20/2021	\$13,720.10
60428	Dept of Labor & Industries	8/20/2021	\$9,422.96
60429	Dept of Retirement Systems	8/20/2021	\$1,916.53
60430	Dept of Retirement Systems Def Comp	8/20/2021	\$14,276.21
60431	Employment Security Dept	8/20/2021	\$3,238.33
60432	Massmutual Retirement Services	8/20/2021	\$223.33
60433	Teamsters Local #58	8/20/2021	\$525.00
60434	WEX Health, Inc.	8/20/2021	\$186.50
60435	Skinner, Gary D	8/20/2021	\$125.00
60436	Skinner, Gary D	8/20/2021	\$147.28
60437	Association of WA Cities	8/20/2021	\$55.26
88526	Blue Crab Graphics	8/18/2021	\$29,168.91
			\$559.41

Execution Time: 6 second(s)

88527	Wagoner, Megan	8/18/2021	\$238.26
88528	Long Beach Merchants	8/20/2021	\$40,000.00
88529	Prestegard, Ray	8/20/2021	\$200.00
88530	Department of Licensing	8/23/2021	\$33.00
88531	Caldwell, Tye	8/25/2021	\$322.36
88532	Centurylink	8/25/2021	\$1,454.57
88533	Charter Spectrum	8/25/2021	\$474.93
88534	Caldwell, Tye	8/30/2021	\$419.76
88535	Goulier, John	8/30/2021	\$198.00
88536	Petty Cash	8/30/2021	\$46.41
88537	Phillips, Jerry	8/30/2021	\$315.00
88538	Zuern, Donald	8/30/2021	\$419.76
88539	Postmaster	8/30/2021	\$961.64
88540	Phillips, Jerry	9/1/2021	\$525.20
88541	Ostgaard, Loretta	9/2/2021	\$68.88
88542	Bartlett, Lisa	9/2/2021	\$1,102.00
88543	Bolden, Dee	9/2/2021	\$418.00
88544	D'Angelo, Paul	9/2/2021	\$1,273.00
88545	Dodge, Daniel	9/2/2021	\$1,273.00
88546	Galvan, Cress	9/2/2021	\$1,026.00
88547	Herman, Rachel	9/2/2021	\$1,102.00
88548	Smith, Robert	9/2/2021	\$1,102.00
88549	Stevens-Robbins, Heather	9/2/2021	\$1,026.00
88550	Prestegard, Ray	9/3/2021	\$400.00
88551	Blue Crab Graphics	9/3/2021	\$108.10
88552	A-1 Redi Mix	9/3/2021	\$416.19
88553	ALS Group USA, Corp.	9/3/2021	\$789.00
88554	Alisco-American Linen Div.	9/3/2021	\$522.56
88555	Arts Auto Parts Inc.	9/3/2021	\$43.30
88556	Astoria Janitor & Paper Supply	9/3/2021	\$2,084.87
88557	Backflow Management Inc	9/3/2021	\$1,503.75
88558	Beach Barons	9/3/2021	\$50.00
88559	BMC WELDING	9/3/2021	\$682.72
88560	BSK Associates	9/3/2021	\$1,000.50
88561	Cartomation, Inc	9/3/2021	\$750.00
88562	Cascade Columbia Distribution CO	9/3/2021	\$2,522.67
88563	Chinook Observer	9/3/2021	\$552.29
88564	City of Long Beach	9/3/2021	\$1,857.83
88565	Evergreen Septic Inc	9/3/2021	\$550.00
88566	Evergreen Septic Pumping LLC	9/3/2021	\$810.75
88567	Gray & Osborne	9/3/2021	\$53,502.62
88568	H. D. FOWLER	9/3/2021	\$2,989.08
88569	Hach Company	9/3/2021	\$513.43
88570	Hedges, Jan Lem	9/3/2021	\$400.00
88571	iSpyFire, Inc.	9/3/2021	\$540.50
88572	Jacoby, Rich	9/3/2021	\$64.01

Execution Time: 6 second(s)

	Name	Print Date	Clearing Date	Amount
88573	Kimball Midwest	9/3/2021		\$628.43
88574	Kubwater Resources, Inc	9/3/2021		\$2,094.03
88575	L.N. Curtis & Sons	9/3/2021		\$1,247.28
88576	Long Beach Pharmacy	9/3/2021		\$12.53
88577	MAC TOOLS	9/3/2021		\$21.61
88578	Melling, Casey	9/3/2021		\$24.97
88579	Oman & Son Builders	9/3/2021		\$2,441.75
88580	One Call Concepts, Inc.	9/3/2021		\$31.03
88581	Pacific Fibre Products, Inc.	9/3/2021		\$1,594.48
88582	Peninsula Sanitation	9/3/2021		\$2,821.89
88583	Peninsula Visitors Bureau	9/3/2021		\$11,708.33
88584	Penoyar, William	9/3/2021		\$1,000.00
88585	Quill Corporation	9/3/2021		\$277.19
88586	Rip Tide Threads	9/3/2021		\$38.87
88587	Solutions Yes	9/3/2021		\$332.06
88588	Suez WTS Analytical Instrument, Inc	9/3/2021		\$947.22
88589	SUNSET AUTO PARTS, INC	9/3/2021		\$943.46
88590	Total Battery & Auto	9/3/2021		\$323.76
88591	Traffic Safety Supply Co.	9/3/2021		\$659.98
88592	Trans Supply	9/3/2021		\$39,190.00
88593	Verizon Wireless	9/3/2021		\$920.55
88594	Vision Municipal Solutions	9/3/2021		\$1,735.04
88595	Wagoner, Megan	9/3/2021		\$530.67
88596	Wilcox & Fiegel Oil Co.	9/3/2021		\$2,322.34
	Total		Check	\$293,844.19
	Grand Total			\$293,844.19

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 21-43**

Meeting Date: September 7, 2021

AGENDA ITEM INFORMATION

SUBJECT: Release Retainage for the Trommel Contract	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: \$6,117.50	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: *Revolver Screening Systems has fulfilled their contract for the trommel as part of the biosolids project. This project has been deemed complete.*

RECOMMENDED ACTION: *Release retainage to Revolver Screening Systems.*



August 26, 2021

Mr. David Glasson
City Administrator
City of Long Beach
115 Bolstad Avenue West
Long Beach, Washington 98631

SUBJECT: FINAL PROGRESS ESTIMATE 3, PROJECT ACCEPTANCE, AND
RELEASE OF RETAINAGE; TROMMEL PROCUREMENT
CITY OF LONG BEACH, PACIFIC COUNTY, WASHINGTON
G&O #19510.00

Dear Mr. Glasson:

This letter provides the City with guidance regarding the final progress estimate, accepting the project as complete, and release of the retainage.

1. FINAL PROGRESS ESTIMATE

We have enclosed the signed Final Contract Voucher and Progress Estimate 3, which is the final progress estimate for this project. The City should place the progress estimate in its files and forward a copy of the progress estimate to the contractor with the payment. The amount now due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Amount Now Due</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Retainage Amount</u>
\$2,324.65	\$122.35	\$6,117.50

2. PROJECT COMPLETION ACCEPTANCE

The project has been completed in compliance with the Contract. We therefore recommend the City accept the project as complete. Attached for your use is a draft "Notice of Completion of Public Works Contract" form. The date of project acceptance should be added to this form.

After the City has accepted the project as complete, the City needs to forward the "Notice of Completion of Public Works Contract" form to the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Washington State Employment Security Department.

After the City has accepted the project, please sign the enclosed "Final Contract Voucher" and forward a copy to the contractor and Gray & Osborne, Inc.



Mr. David Glasson
August 26, 2021
Page 2

3. RELEASE OF RETAINAGE

We have also enclosed the release of retainage progress estimate for this project. The City should place this estimate in its files and forward a copy of the release of retainage progress estimate to the contractor with the payment. The retainage should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the date of project acceptance as indicated in the City Council meeting minutes.
2. The City receives the Washington State Department of Revenue "Certificate of Payment of State Excise Taxes by Public Works Contractor" (RCW 60.28).
3. The City receives the "Certificate of Payment of Contribution Penalties and Interest on Public Works Contract" from the Washington State Employment Security Department. Note that on this contract, the contractor was not required to pay prevailing wages and they are located in Canada so this certificate may not be applicable.
4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums. Note that on this contract, the Contractor did not have subcontractors and they are located in Canada so this notification may not be applicable.

Please contact me if you have any questions or concerns regarding these matters.

Sincerely,

GRAY & OSBORNE, INC.

Harvey Doty, P.E.

HD/hh
Encl.


cc: Mr. Frank Thompson, Revolver Screening Systems

Final Contract Voucher Certificate

Contractor Revolver Screening Systems			
Street Address 530 Governors Road			
City Guelph	State Ontario, Canada	Zip N1K1E3	Date 8-18-21
Project Number (Owner) 19510			
Job Description (Title) Regional Biosolids Facility Trommel Procurement			
Date Work Physically Completed 8-17-21		Final Amount (including Sales Tax) \$122,350.00	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Long Beach nor have I rented or purchased any equipment or materials from any employee of the City of Long Beach; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Long Beach for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Long Beach from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.


 X _____
 Contractor Authorized Signature Required

Frank Thompson

Subscribed and sworn to before me this


 David W. McKay

23rd.

Type Signature Name

_____ day of August 2021

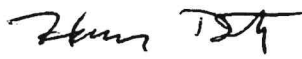
X _____ Notary Public in and for the State of Ontario, Canada

Residing at _____

City of Long Beach Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date _____

X 

 Project Engineer

X _____

 Owner

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Long Beach for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

RELEASE OF RETAINAGE PROGRESS ESTIMATE 4
AUGUST 25, 2021

CITY OF LONG BEACH
 PACIFIC COUNTY
 WASHINGTON

PROJECT:
 CITY OF LONG BEACH
 REGIONAL BIOSOLIDS TREATMENT FACILITY
 TROMMEL PROCUREMENT
 G&O JOB NUMBER #19510

CONTRACTOR:
 REVOLVER SCREENING SYSTEMS
 530 GOVERNORS ROAD
 GUELPH, ON N1K 1E3 CANADA

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A
 TRUE AND CORRECT STATEMENT OF THE
 WORK PERFORMED UNDER THIS CONTRACT.

GRAY & OSBORNE, INC.


 NANCY LOCKETT, P.E.

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL		SALES		MATERIALS ON		RETAINAGE (%)	TOTAL PAYMENT
		EARNED PER PERIOD	SALES TAX RATE	TAX AMOUNT	HAND	RETAINAGE (%)	PAYMENT		
1	FEBRUARY 4, 2020 TO MARCH 20, 2020	\$110,115.00	0.00%	\$0.00	\$0.00	\$5,505.75	\$104,609.25		
2	MARCH 21, 2020 TO JULY 16, 2020	\$9,788.00	0.00%	\$0.00	\$0.00	\$489.40	\$9,298.60		
3	JULY 17, 2020 TO AUGUST 17, 2021	\$2,447.00	0.00%	\$0.00	\$0.00	\$122.35	\$2,324.65		
4	AUGUST 25, 2021	\$0.00	0.00%	\$0.00	\$0.00	(\$6,117.50)	\$6,117.50		
TOTAL:		\$122,350.00		\$0.00	\$0.00	\$0.00	\$122,350.00		

RELEASE OF RETAINAGE PROGRESS ESTIMATE 4 **AUGUST 25, 2021**

CITY OF LONG BEACH
 PACIFIC COUNTY
 WASHINGTON

PROJECT:
 CITY OF LONG BEACH
 REGIONAL BIOSOLIDS TREATMENT FACILITY
 TROMMEL PROCUREMENT
 G&O JOB NUMBER #19510

CONTRACTOR:
 REVOLVER SCREENING SYSTEMS
 530 GOVERNORS ROAD
 GUELPH, ON N1K 1E3 CANADA

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE
1	Portable Trommel Screen	1	LS	\$122,350.00	0.00%	100.00%	\$0.00	\$122,350.00

				PROJECT COSTS	
				AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE				\$0.00	\$122,350.00
SALES TAX (PER W.S. MANUFACTURER'S SALES AND USE TAX EXEMPTION)				\$0.00	\$0.00
MATERIALS ON HAND				\$0.00	\$0.00
TOTAL				\$0.00	\$122,350.00
LESS 5% RETAINED (BEFORE TAX)				(\$6,117.50)	\$0.00
TOTAL EARNED TO DATE LESS RETAINAGE					\$122,350.00

LESS AMOUNTS PREVIOUSLY PAID		
PROGRESS ESTIMATE 1		\$104,609.25
PROGRESS ESTIMATE 2		\$9,298.60
PROGRESS ESTIMATE 3		\$2,324.65
TOTAL PAYMENT NOW DUE:		\$6,117.50
ORIGINAL CONTRACT AMOUNT		\$122,350.00
CONTRACT PERCENTAGE TO DATE		100%

FINAL PROGRESS ESTIMATE 3 **AUGUST 17, 2021**

CITY OF LONG BEACH
PACIFIC COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JULY 17, 2020 TO AUGUST 17, 2021

PROJECT:
CITY OF LONG BEACH
REGIONAL BIOSOLIDS TREATMENT FACILITY
TROMMEL PROCUREMENT
G&O JOB NUMBER #19510

CONTRACTOR:
REVOLVER SCREENING SYSTEMS
530 GOVERNORS ROAD
GUELPH, ON N1K 1E3 CANADA

BID ITEMS			QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	
1	Portable Trommel Screen	1	LS	\$122,350.00	2.00%	100.00%	
					\$2,447.00	\$122,350.00	100%

PROJECT COSTS			
		AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE		\$2,447.00	\$122,350.00
SALES TAX (PER W.S. MANUFACTURER'S SALES AND USE TAX EXEMPTION)		\$0.00	\$0.00
MATERIALS ON HAND		\$0.00	\$0.00
TOTAL		\$2,447.00	\$122,350.00
LESS 5% RETAINED (BEFORE TAX)		\$122.35	\$6,117.50

TOTAL EARNED TO DATE LESS RETAINAGE

\$116,232.50

LESS AMOUNTS PREVIOUSLY PAID
PROGRESS ESTIMATE 1
PROGRESS ESTIMATE 2

\$104,609.25
\$9,298.60

TOTAL PAYMENT NOW DUE:

\$2,324.65

ORIGINAL CONTRACT AMOUNT
CONTRACT PERCENTAGE TO DATE

\$122,350.00
100%

FINAL PROGRESS ESTIMATE 3 AUGUST 17, 2021

CITY OF LONG BEACH
PACIFIC COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JULY 17, 2020 TO AUGUST 17, 2021

PROJECT:
CITY OF LONG BEACH
REGIONAL BIOSOLIDS TREATMENT FACILITY
TROMMEL PROCUREMENT
G&O JOB NUMBER #19510

CONTRACTOR:
REVOLVER SCREENING SYSTEMS
530 GOVERNORS ROAD
GUELPH, ON N1K 1E3 CANADA

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A
TRUE AND CORRECT STATEMENT OF THE
WORK PERFORMED UNDER THIS CONTRACT.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN
ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES) AND
THE FEDERAL DAVIS-BACON AND RELATED ACTS (DBRA).

GRAY & OSBORNE, INC.

REVOLVER SCREENING SYSTEMS


NANCY LOCKETT, P.E.


CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL		SALES		MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
		EARNED PER PERIOD	SALES TAX RATE	TAX AMOUNT				
1	FEBRUARY 4, 2020 TO MARCH 20, 2020	\$110,115.00	0.00%	\$0.00		\$0.00	\$5,505.75	\$104,609.25
2	MARCH 21, 2020 TO JULY 16, 2020	\$9,788.00	0.00%	\$0.00		\$0.00	\$489.40	\$9,298.60
3	JULY 17, 2020 TO AUGUST 17, 2021	\$2,447.00	0.00%	\$0.00		\$0.00	\$122.35	\$2,324.65
TOTAL:		\$122,350.00		\$0.00		\$0.00	\$6,117.50	\$116,232.50

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 21-44**

Meeting Date: September 7, 2021

AGENDA ITEM INFORMATION

SUBJECT: <i>On-Call Engineering Services Award</i>	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	
	Other:	
COST: N/A		

SUMMARY STATEMENT: *The city put out an RFQ for on-call engineering service. Five firms submitted an SOQ and of those three were interviewed. Gray and Osborne is the only firm that met all of our requirements and engineering needs as a city.*

RECOMMENDED ACTION: *Authorize the Mayor to enter into an agreement with the Gray and Osborne for on-call engineering services.*

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF LONG BEACH
WASHINGTON**

AUGUST 2021

G&O Job. No. PR215.30

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS**

CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS Contract between the CITY OF LONG BEACH, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, whereas, the Agency now finds that, from time to time, in the growth and development of the Agency, there will be the need for the engagement of professional engineering services. The purpose of this Contract is to define the services to be performed and method of payment for professional engineering services which may, from time to time, be authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Agency's On-Call Engineering Services. These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer, then only for the services so requested. The Engineer shall furnish a scope of work and costs for each service requested which will become a numbered exhibit to the Contract.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon written direction of the Agency to proceed, the Engineer shall provide engineering services in accordance with a written scope of work (Task Order), which will describe the engineering services to be provided, such services may include, but are not limited to, grant and/or loan application assistance, engineering studies, financial analysis, cost estimating, predesign services, design, local improvement district or utility local improvement district formation, surveys, mapping, peer review, preparation of easements and right-of-way documentation, environmental studies, permitting, and documentation, public meetings, project bid and award services, and construction management and administration assistance.

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described in the project specific scope of work and budget. The information so secured shall be made available to the Agency for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of on-call engineering services, to be described in scopes of work requested by the Agency, cannot be determined at this time, in advance. The total cost for services will be established by Agreement between the Agency and the Engineer on a case-by-case basis as the need arises and/or by amendment to this Contract.

The following information will be provided for each project assigned by and approved by the Agency.

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.

- (b) Compensation Determination: The amount of compensation due the Engineer by the Agency for the services furnished under this Contract shall be determined as provided hereinafter. Such payment shall be full compensation for work performed.

Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.

1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "A" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.
2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency, are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The

Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 8

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 10

OWNERSHIP OF PLANS

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

ARTICLE 11

COMMUNICATION

The written scope of work (Workplan) shall include minimum standards for communication between the Engineer and the Agency:

1. For any significant change order greater than \$500, including a detailed written explanation for the change, a requirement for written approval by the Agency and a requirement that any work flow chart being used by the Engineer and/or Contractor involved be updated and provided to the Agency within 72 hours of Agency approval.
2. Any significant time delay (greater than 7 days).
3. The qualifications and relevant experience of any Engineers and Contractors, including their experience with any newer processes or technologies.
4. After any project an after meeting must be held within 30 days of completion.

ARTICLE 12

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 13

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The person or persons serving as mediator will be agreed upon by both parties. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 14

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 15

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a)(11); and 41 C.F.R. 60-741.5(a)(6); if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 16

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 17

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 18

INDEMNITY AGREEMENT

The Engineer's insurance shall be primary. The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

In those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors, the Engineer shall be required to indemnify the Agency for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

ARTICLE 19

INSURANCE

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person
\$1,000,000 each occurrence
\$1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person
\$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS \$1,000,000 each occurrence
AND

OMISSIONS LIABILITY \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 20

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 21

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "B" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 22

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 23

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF LONG BEACH
P.O. Box 310
Long Beach, Washington 98631

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
1130 Rainier Avenue South
Suite 300
Seattle, Washington 98144

ARTICLE 24

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of Long Beach

By: Michael B. Johnson
(Signature)

By: _____
(Signature)

Name/Title: Michael B. Johnson, P.E., President

Name/Title: _____
(Print)

Date: 8/24/21

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "A"

GRAY & OSBORNE

PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES* THROUGH JUNE 15, 2022**

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$140.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$171.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 92.00	to	\$141.00
Civil Engineer	\$105.00	to	\$145.00
Project Engineer	\$119.00	to	\$155.00
Project Manager	\$130.00	to	\$213.00
Principal-in-Charge	\$140.00	to	\$213.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 95.00	to	\$154.00
Field Survey (2 Person)***	\$166.00	to	\$248.00
Field Survey (3 Person)***	\$262.00	to	\$360.00
Professional Land Surveyor	\$118.00	to	\$163.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

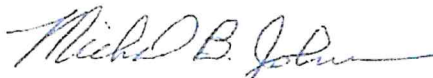
All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.56 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT "B"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.



Michael B. Johnson, P.E., President
Gray & Osborne, Inc.

8/24/21

Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration System for Award Management website: www.sam.gov.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Allison Barga	
	PHONE (A/C, No, Ext): 360-626-2007	FAX (A/C, No): 360-626-2007
	E-MAIL ADDRESS: allison.barga@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	INSURER A : The Charter Oak Fire Insurance Company	25615
	INSURER B : The Travelers Indemnity Company of Connecticut	25682
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Travelers Casualty and Surety Company	19038
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 582654959

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6808N74449A	9/10/2020	9/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA8P536892	9/10/2020	9/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8N747012	9/10/2020	9/10/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6808N74449A	9/10/2020	9/10/2021	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2020	9/10/2021	\$1,000,000 Per Claim \$1,000,000 Aggregate

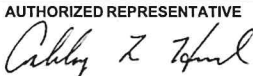
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Long Beach - On-Call Engineering Services

The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER

CANCELLATION

City of Long Beach PO Box 310 Long Beach WA 98631	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

TAB — F



**CITY COUNCIL
AGENDA BILL
AB 21-45**

Meeting Date: September 7, 2021

AGENDA ITEM INFORMATION

SUBJECT: Purchase of New Truck for Water 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: \$39,406.85	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: *As vehicle prices are anticipated to go up in 2022; the city mechanic sought a quote for a F-150 to replace a 17-year-old truck in the water department. Revenues in the water department have been slightly higher than anticipated due to more connections and consumption.*

RECOMMENDED ACTION: *Authorize city staff to purchase the new F-150 for the water department.*

Color Options & Qty

Iconic Silver –N608 N609

Oxford White (YZ) –N614 N615 N616 N617 N618 N619 N620 N621
N622 N623 N624 N625 N626 N627 N628 N629 N630 N631 N632 N633
N634 N635 N636 N637 N638 N639

Carbonized Gray – N640 N641 N642 N643 N644

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0830-001	2021 Ford F150 4WD	1	\$25,522.00	\$25,522.00
2021-0830-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is made within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2021-0830-003	INFORMATION ONLY: Columbia Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2021-0830-010	REGULAR Cab, 4WD, 122WB, 6.5ft Bed, 3.3L V6 PFDI (290HP) (18/23/20 MPG) (Flex Fuel Capability) with Auto Start-Stop Technology, Electronic Ten-Speed Automatic Transmission with Selectable Drive Modes, XL Trim Level, 6120# GVWR, 1730# Payload, 3.55 RAR, Electronic Shift-on-the-Fly, Skid Plates, P265/70Rx17 OWL AS/AT Tires (F1E/100A/99B/44G/122WB/413/TTAS) -- This is the BASE VEHICLE. Please review Vehicle Standard Specs to see complete description.	1	\$0.00	\$0.00
2021-0830-015	CREW Cab, 4WD, 157WB, 6.5 ft box, 5.0L V8 Engine (395HP) (16/22/18 MPG) (5.0L V8 is std with 157WB 4WD) (7150# GVWR, 2080# Payload, 3.31 RAR) (NEW: Crew Cab includes contents of Power Equipment Group) (W1E/100A/995/44G/157WB/413)	1	\$7,033.00	\$7,033.00
2021-0830-016	INFORMATION ONLY: 2021MY CREW CAB models now include contents of Power Equipment Group as standard equipment (power windows, power door locks w/ four (4) flip key and integrated key transmitter keyless entry fobs, power tailgate lock, perimeter alarm, illuminated entry, manual-folding sideview mirrors w/ power heated glass, MyKey) plus 26-gallon fuel tank.	1	\$0.00	\$0.00
2021-0830-037	XL - High Level Trim Upgrade #101A - Crew Cab [Includes cruise control and reverse sensing system] (Includes (4) RKE Fobs w/ Integrated Flip Keys) (Included with XLT Trim #300A) (Crew Cab/101A)	1	\$312.00	\$312.00
2021-0830-045	Cloth Seats: 40/20/40 Front Seat (All Cabs) (Not available with Special Services Vehicle SSV #66S or XLT Trim) (TTCCG)	1	\$0.00	\$0.00
2021-0830-047	8-Way Power Drivers Seat (includes power lumbar) (Must also order XL Power Group #85A, XL High Level Power Group #101A or XLT Trim Upgrade #300A) (Included with XLT Trim Upgrade #301A) (91P)	1	\$335.00	\$335.00
2021-0830-051	Fog Lamps (included with XLT Trim #300A) (595)	1	\$135.00	\$135.00
2021-0830-052	Chrome front and rear bumpers (Must also order Fog Lamps #595) (Included with XLT Trim #300A) (17C)	1	\$138.00	\$138.00
2021-0830-056	Rear Window Fixed Privacy Glass and Defroster (Included with XLT Trim Level Upgrades) (924/57Q)	1	\$306.00	\$306.00
2021-0830-060	Black Platform Running Boards (Available with all cabs and trim levels) (18B)	1	\$240.00	\$240.00

2021-0830-071 Electronic Locking Rear Axle, 3.31 RAR (XL3) (Contact dealer for availability)	1	\$402.00	\$402.00
2021-0830-078 Trailer Tow Package (53A) - to be ordered w/ XL High Trim #101A only (includes Trailer Brake Controller, smart trailer tow connector (if BLIS is also ordered, includes trailer tow coverage), 4-pin/7-pin wiring, Class IV trailer hitch receiver #53B) (53A/101A)	1	\$1,042.00	\$1,042.00
2021-0830-203 Stock Vehicle Upcharge (Call Dealer for Availability) (DLR)	1	\$250.00	\$250.00
2021-0830-209 Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$120.00	\$120.00
2021-0830-210 Floor Mats, HD Rubber Molded, Rear (Weather Tech) (Ext/Crew Cabs) (DLR)	1	\$100.00	\$100.00
2021-0830-223 SPRAY-IN Bedliner (Line-X) (DLR)	1	\$468.00	\$468.00

Quote Totals

		Total Vehicles:	1
		Sub Total:	\$36,403.00
		8.4 % Sales Tax:	\$3,057.85
		Quote Total:	\$39,460.85

CARS standard specifications page: <https://apps.des.wa.gov/CARS/VehicleSpecifications.aspx?id=1702>

TAB — G



**CITY COUNCIL
AGENDA BILL
AB 21-46**

Meeting Date: September 7, 2021

AGENDA ITEM INFORMATION		
SUBJECT: LIHEAP Agreement	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: N/A	Other:	

SUMMARY STATEMENT: *Vendor agreement for the Low-Income Home Heating Assistance Program. To assist those who are in need to pay their utility bills.*

RECOMMENDED ACTION: *Authorize the Mayor to enter into a vendor agreement with CCAP for the LIHEAP program.*



August 27, 2021

Dear LIHEAP Vendor;

Enclosed please find the Vendor Agreement for the Low-Income Home Heating Assistance Program (LIHEAP) Water Assistance.

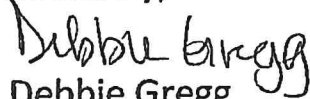
Please sign the agreement and return through mail, e-mail or fax

Please retain a copy for your records.

If you have any questions, you can reach me at 360-500-4509.

Thank you for assisting us in providing services to households in Grays Harbor and Pacific Counties.

Sincerely,


Debbie Gregg

LIHEAP Lead

Coastal Community Action Program

E-mail: debbieg@coastalcap.org

Fax: 360-532-4623



LOW INCOME HOME HEATING ENERGY VENDOR AGREEMENT WASHINGTON WATER ASSISTANCE 10/01/2021-09/30/2022

This agreement, dated as of October 1st 2021, is entered into by and between Coastal Community Action Program, and City of Long Beach, a supplier of home water and/or waste water.

PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

AGENCY RESPONSIBILITIES

The Agency shall:

1. Accept and review client applications and determine eligibility of households for payments.
2. Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
3. Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
5. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
6. Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.
7. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

WATER VENDOR RESPONSIBILITIES

The Vendor shall:

1. Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, or arrearages to eliminate the amount owed by the customer and agree to maintain service to customer for a period of 30 days.
2. Notify the customer of the amount of benefit payment applied to the customer's billing.
3. Keep customer records confidential.
4. Maintain records for four (4) years from the date of this agreement, or long if the vendor is notified that a fiscal audit for a specific program year is unresolved.
5. Not treat adversely, or discriminate against any household that receives assistance payments, either in the cost of the goods supplied or the services provided.
6. Upon request of the agency, provide eligible customer's consumption history and account balance for the sole purpose of determining customer benefit.
7. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Washington Administrative Code related to moratorium, if governed by that ruling.
8. Make records available for review by authorized staff of the agency and Washington State Department of Commerce and the U.S. Department of Health and Human Services.

REQUIRED RECORDS FOR AUDIT PURPOSES

The vendor will keep records showing the following:

1. Name and address of households who received assistance payments.
2. Amount of assistance to each household.
3. Source of payment.

OTHER PROVISIONS

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

Agency	Vendor
_____ Signature	_____ Signature
Greg Claycamp _____ Printed Name	_____ Printed Name
HCS Director _____ Title	_____ Title
Coastal Community Action Program _____ Name of Company	City of Long Beach _____ Name of Company
_____ Date	_____ Date

TAB — H



**CITY COUNCIL
AGENDA BILL
AB 21-47**

Meeting Date: September 7, 2021

AGENDA ITEM INFORMATION		
SUBJECT: WaTech Service Level Agreement	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: \$1,500 a year	Other:	

SUMMARY STATEMENT: *Agreement with WaTech who runs the consortium for state aerial images. Our GIS images are outdated (2013) and being a member of this consortium guarantees new images every other year.*

RECOMMENDED ACTION: *Authorize the Mayor to enter into an agreement with WaTech for aerial imagery.*



SERVICE LEVEL AGREEMENT

Statewide Imagery Consortium Group	City of Long Beach Imagery Consortium Contributing Member
WaTech Service Level Agreement Number: 2022-001	
WaTech Customer Service Agreement Number: D570-A	
Customer Contract Number (optional):	

1. Purpose

This Service Level Agreement Number 2022-001 (SLA) is executed by the Washington State Consolidated Technology Services (CTS), hereinafter referred to as Washington Technology Solutions (WaTech) and the City of Long Beach Washington, hereinafter referred to as the Customer, pursuant to the terms and conditions of Customer Service Agreement Number D570-A (CSA). The parties acknowledge they have read and understand the terms and conditions therein and by this reference incorporate those terms in this SLA. All rights and obligations of the parties shall be subject to and governed by the terms of the CSA and the SLA. This SLA sets forth the obligations of the parties with respect to WaTech's provision of Statewide Imagery Services to the Customer.

2. Term and Termination

The term of this SLA is effective upon the date of execution by both parties and shall remain in full force and effect until March 31, 2024, unless extended upon written mutual agreement between the parties or terminated as specified below.

Either party may cancel or terminate this SLA pursuant to the terms of the CSA or upon 10 business days' written notification to the other party. In the event the CSA is terminated, this SLA shall also terminate on the CSA termination date.

This SLA supersedes and replaces all prior SLAs for Statewide Imagery Consortium Group imagery services.

3. Scope of Work

CTS shall furnish the access to the Web based services, and a hard copy of the applicable State/County/City specific data and otherwise do all things necessary to make access to the data and service possible as defined in the *Technical Specification and Requirements (Schedule B)* and subject to the *End User License Agreement (EULA)* included in Contract 20-077 between CTS/WaTech and Ascent GIS, references in Schedule A to contract period refer to the original contract, not this SLA, (*Schedule A*).

4. Pricing and Service Fees

From September 2021- March 2022 the total dollar amount expended under this SLA shall not exceed \$750. **From March 2022-March 2023, the total dollar amount expended under this SLA shall not exceed \$1,500.**

From March 2023-March 2024, the total dollar amount expended under this SLA shall not exceed \$1,500.

5. Billing and Invoices

Billing and invoicing will be handled by Consolidated Technology Services and invoiced yearly using the Customers assigned Consolidated Technology Services Account Code.

6. Service Level Agreement Changes

This SLA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the SLA and will take precedence over the original SLA.

7. Order of Precedence

If there is a conflict between this SLA and the CSA, the conflict will be resolved by giving precedence first to this SLA and then to the CSA.

8. SLA Management

Unless otherwise indicated, all correspondence regarding this SLA should be directed to:

Primary Contact Name:	Primary WaTech Contact Name:
Title: Ariel Smith	Title: Joanne Markert
Address: PO Box 310 Long Beach, WA 98631	Address: 1500 Jefferson Olympia, WA 98501
Phone: 360-642-4421	Phone: (360)522-2643
E-Mail: asmith@longbeachwa.gov	E-Mail: joanne.markert@ocio.wa.gov
Billing email: hbell@longbeachwa.gov	

12. Termination for Convenience

Either CTS/WaTech or the Customer may terminate this Contract, including all Statement(s) of Work if applicable, in whole or in part, by fourteen (14) calendar days' written notice to the other party. If this SLA is so terminated, the Customer is liable only for payments required by the terms of this SLA or any SOW for Services received and accepted prior to the effective date of termination.

13. Authorization/Acceptance

This SLA and the CSA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this SLA. Customer hereby authorizes CTS to perform the services described herein. The Parties hereby acknowledge and accept the terms and conditions of this SLA.

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.

APPROVED

State of Washington
Consolidated Technology Services/Washington
Technology Services (WaTech)

APPROVED

Signature

Print or Type Name

Title

Date

Signature

Print or Type Name

Title

Date

Approved as to Form by the Office of the Attorney General

Schedule A

End User License Agreement (EULA)



END USER ACCESS AGREEMENT

IMPORTANT - READ CAREFULLY BEFORE ACCESSING INFORMATION FROM THIS HEXAGON-ENABLED WEB SITE, DOWNLOADING INFORMATION OR USING SERVICES FROM HEXAGON. BY ACCESSING THIS HEXAGON-ENABLED WEB SITE OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT ACCESS THIS INFORMATION FROM ANY HEXAGON-ENABLED WEB SITE, OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION. ACCESS TO THE GEOSPATIAL DATA IS GRANTED BY HEXAGON EXCLUSIVELY ON THESE TERMS OR OTHER TERMS EXPRESSLY AGREED IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF HEXAGON.

This End User Access Agreement is between you and Leica Geosystems Inc. ("Hexagon"), a Delaware corporation with a place of business at 5051 Peachtree Corners Cir., Suite 250, Norcross, GA 30092, USA.

Access and Rights. During the subscription period as set forth in the ordering webpage, Hexagon grants access to various physical world data including but not limited to; 1) stereo, ortho-rectified, and/or oblique aerial imagery, 2) point cloud, elevation, and/or digital surface model data, 3) various derivative natural or humanmade geographic feature data, and 4) associated metadata or attribute information (the "Geospatial Data") through the online services provided by Hexagon (the "Services") to you and such other persons authorized by you to use the Services in accordance with the Acceptable Use Policy (you and such authorized users hereinafter being collectively referred to as the "Authorized End Users"), for which you have paid the required fees. You are responsible for compliance with the terms of this End User Access Agreement by the Authorized End Users you delegate or to whom you grant log-in credentials to the Services.

During the subscription period set forth in the ordering webpage, and subject to payment of fees and compliance with this Agreement, Authorized End Users may (i) consume Geospatial Data through a desktop and/or web-based GIS application (to the extent compatible with the Geospatial Data), (ii) combine vector layers and other data sets with the Geospatial Data, (iii) create reports, marketing collateral, and other work product of yours ("Your Work Product") containing the Geospatial Data (iv) print images of Geospatial Data in hardcopy. You may deliver, or give access to, Your Work Product to your customers, provided your customers are bound not to distribute, copy or publish Your Work Product containing the Geospatial Data except for internal purposes and not for further sale or distribution, unless you are using an unpaid evaluation license, in which case you may not copy, give access to, or distribute Your Work Product that contains the Geospatial Data. For purposes of this End User License Agreement "internal purposes" means use consistent with CTS' provider status in RCW 43.105.

Attribution. In Your Work Product (including work product created by you or your other Authorized End Users) that contains or reproduces the Geospatial Data, you shall give notice that the Geospatial Data is "Copyright 2019 Hexagon" or as adjusted to the then current year or such other notice as Hexagon may instruct from time to time in writing.

Ownership. Geospatial Data is not sold to the Authorized End User and no ownership rights are transferred to the Authorized End User. The Geospatial Data is owned by Hexagon or its licensors.

Confidentiality. "Confidential Information" means all information disclosed by Hexagon ("Disclosing Party") to an Authorized End User ("Receiving Party"), whether orally or in writing, that is designated as confidential or that relates to the Services, including the terms of this Agreement (including pricing). Confidential Information excludes any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is not exempt under the Washington Public Records Act RCW 42.56.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are under confidentiality obligations with the Receiving Party not materially less protective than those herein. The Receiving Party shall destroy Confidential Information in its possession upon termination of this agreement. Nothing in this section grants rights to Geospatial Data greater than those set forth in section 1 of this Agreement.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

Fees and Taxes. The ordering web page sets forth the fees, subscription term and other terms related to access and use of the Geospatial Data, and is hereby incorporated into, and forms a part of, this Agreement. Fees are exclusive of all applicable sales, use, value added, GST, and other taxes (and all applicable tariffs, customs duties and similar charges), and you will be responsible for payment of all such taxes (other than taxes based on the net income of Hexagon), tariffs, duties and charges (and any related penalties and interest), payable in connection with this Agreement or the provision of Services hereunder. The total invoice amount for fees is subject to increase by the amount of any taxes which Hexagon is required to pay and/or which you are required to withhold, collect or pay upon the fees so that Hexagon receives the full amount of the fees invoiced. If you are claiming tax exemption status, you must provide a copy of a valid tax exemption certificate.

Restrictions. The Geospatial Data and Services may only be used by the Authorized End User or by individual users authorized in writing by Hexagon, and not by any other party, whether or not affiliated with the Authorized End User. Except as otherwise expressly provided in this End User Access Agreement, no part of the Geospatial Data, the Services or products derived therefrom, or any right granted under this Agreement may be copied, sold, rented, leased, lent, sub-licensed, disclosed, or transferred to any other person or entity. The Authorized End User shall not use any part of the Geospatial Data or the Services to develop or derive any other product or service for distribution, disclosure, or commercial sale, whether by hardcopy, digital medium or web service, without a license specifically authorizing it to do so, with the understanding that no such right is granted under this Agreement except in connection with Your Work, which your customers may use for internal purposes, strictly as provided in paragraph 1. You have no other rights to the Geospatial Data except as expressly set forth in paragraph 1 or the ordering web page. Without limiting the foregoing, you may not re-sell or re-distribute or give access to the Geospatial Data as a web service. You may not use the Geospatial Data in connection with a service bureau or for time-sharing purposes or in any other way allow third parties to exploit the Geospatial Data, except your customers as specifically authorized by this End User Access Agreement. You shall not provide passwords or other log-in information to any third party, except as specifically authorized by this End User Access Agreement. The Authorized End User acknowledges that the Geospatial Data and Services contain and embody proprietary materials, valuable data, trade secrets, and copyrights of Hexagon and its licensors and suppliers. Unauthorized reproduction, modification, distribution, or display of the Geospatial Data or the Services in whole or in part, and in any manner not expressly authorized in this Agreement, are prohibited. The Authorized End User shall keep confidential and use its best efforts to protect the Geospatial Data and the Services and prevent their unauthorized disclosure or use. The Authorized End User shall immediately notify Hexagon upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure of the Geospatial Data or Services by any party. The Authorized End User may not modify, distort, disassemble, decompile or in any way attempt to reverse engineer the Services or any software provided as part of the Geospatial Data or the Geospatial Data itself. Each Authorized End User shall comply with the Acceptable Use Policy.

The Authorized End User may not transfer the Geospatial Data to or store the Geospatial Data or the Services in any electronic network for use by more than the number of users authorized in writing by Hexagon, unless it obtains prior written permission from Hexagon and pays associated additional fees.

If the Authorized End User is a federal, provincial, state or local government agency, the Geospatial Data is licensed solely to the particular agency and not to any other government agency unless explicit authorization has been received from Hexagon.

Evaluation Access. Hexagon may grant a right to access the Services during an evaluation period. In addition to the restrictions set forth above, Authorized End Users, during an evaluation period, shall use the Services for evaluation only, and shall not use the Services for any commercial or profit-making activity, including, but not limited to, non-revenue commercial activities such as marketing, bid submission, and promotion. Upon termination of the evaluation period, the Authorized End Users shall return or destroy all Geospatial Data and any reports, documents or files incorporating the Geospatial Data.

Non-Hexagon Services. Hexagon may offer certain Services, or features or functions within Services, made available by unaffiliated third parties ("Non-Hexagon Services"). Accessing such Non-Hexagon Services may cause your computer to communicate with a third-party website. Such connectivity or access to third party websites or third-party materials is governed by the terms found on such sites, and access to and use of Non-Hexagon Services may require your agreement to separate terms. Linking to or use of Non-Hexagon Services constitutes your agreement with such terms. Hexagon Group Companies are not a party to such third-party agreements and are not responsible for such Non-Hexagon Services. Hexagon may at any time, for any reason, modify or discontinue the availability of any Non-Hexagon Services.

Hexagon Affiliates. You acknowledge that Hexagon has Affiliates and subcontractors worldwide. You acknowledge and agree that Hexagon affiliates and subcontractors are entitled to provide the Services to you.

Warranty Disclaimer and Limit of Liability. THE GEOSPATIAL DATA AND THE SERVICES ARE PROVIDED "AS IS," AND HEXAGON MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UPTIME, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT WILL HEXAGON AND ITS AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOST DATA. THE AUTHORIZED END USER ACKNOWLEDGES THAT ITS SOLE REMEDY UNDER THIS AGREEMENT IS TO REQUIRE HEXAGON TO REDELIVER THE GEOSPATIAL DATA GIVING RISE TO ANY BREACH OF THIS AGREEMENT OR BREACH OF DUTY. THE AGGREGATE LIABILITY OF HEXAGON FOR ALL OTHER LOSSES, LIABILITIES, CLAIMS, DAMAGES OR ASSESSMENTS, OF ANY KIND OR NATURE, SHALL NOT EXCEED THE LICENSE FEES PAID BY THE AUTHORIZED END USER TO HEXAGON WITH RESPECT TO THE GEOSPATIAL DATA OR THE SERVICES AT ISSUE IN ANY DISPUTE OR CLAIM.

The Authorized End User agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether the Authorized End User has accepted the Geospatial Data or any other product or service delivered by Hexagon. The Authorized End User acknowledges and agrees that Hexagon has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

In addition, in no event shall Hexagon be liable for any third-party websites that appear in or are referenced by the Hexagon ordering web page.

Acceptable Use. You shall ensure all your Authorized End Users comply with the Acceptable Use Policy ("AUP"). The latest version of AUP posted <https://hxgncontent.com/global/acceptable-use-policy>, is incorporated herein by reference. An Authorized End User may be prompted with review and acceptance of the AUP to gain access to the Services. Hexagon reserves the right to change the AUP at any time. Any update to the AUP may require each Authorized End User to re-accept the modified AUP. Failure to comply with the AUP may result in suspension of the Services or termination of this Agreement for material breach. During any period of suspension, you will still be liable for payment of the applicable fees.

Term. Hexagon may terminate this End User Access Agreement, which will terminate all access to the Services and the Geospatial Data, if the Authorized End User fails to comply with any term of this Agreement. In the event of termination, the Authorized End User must immediately return the Geospatial Data to Hexagon or destroy it and certify this destruction in writing to Hexagon.

Complete Agreement. This Agreement and ordering web page set forth the complete and exclusive statement of the understanding between the Authorized End User and Hexagon with respect to the Geospatial Data and the Services and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable. Without the prior written consent of Hexagon, neither this Agreement nor any of the rights granted by it may be assigned or transferred by the Authorized End User. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation.

Export. You acknowledge that this Agreement and the performance thereof is subject to compliance with any and all applicable Swiss, Canadian, EU and United States laws, regulations, or orders relating to export. You expressly acknowledge and agree that you will not export, re-export, transfer or release the Geospatial Data in whole or in part to (a) any EU, Swiss, Canadian and/ or U.S. embargoed country (or to a national or resident of any EU, Swiss, Canadian and/ or U.S. embargoed country); (b) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (c) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (d) any person or entity on any EU or Swiss or US Denied Parties Lists; or (e) any person or entity where such export, re-export or provision violates any EU or Swiss or Canadian or U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to EU or Swiss or Canadian or U.S. export laws as they may occur from time to time.

Force Majeure. Except for your payment obligations, neither party will be held liable or responsible for delay or failure to perform any of such party's obligations under this Agreement occasioned by any cause beyond its reasonable control, including but not limited to war; terrorist acts; civil disturbance; fire; flood; earthquake; acts or defaults of common carriers; governmental laws, acts, regulations, embargoes or orders; or any other cause, contingency or circumstance not subject to such party's reasonable control. The affected party will resume full performance of interrupted obligations as soon as practicable upon cessation of intervening causes.

Notices. Notices permitted or required under this Agreement shall be in writing and delivered personally (including courier service), by certified or registered mail, return receipt requested, or by confirmed facsimile transmission. Notices shall be effective upon receipt. If notice is sent to Hexagon, it shall be directed to Attn: Legal Department.

Precedence. In the event of a conflict or inconsistency in the Agreement documents, the following order of precedence shall apply: (i) the ordering webpage, (ii) the Acceptable Use Policy, and (iii) this End User Access Agreement. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

Governing Law. The interpretation, Agreement shall be governed by the following law: (a) if the Authorized End User is a government entity, the applicable laws of the Authorized End User, (b) in all other cases, the law of the state of Georgia, U.S.A., excluding its choice of law principles.

Restricted Rights to U.S. Federal Agencies. As prescribed in FAR 27.409(f), the Geospatial Data is existing data, and is licensed to the U.S. government under clause: 52.227-18 Rights in Data-Existing Works.

No Joint Venture. This Agreement shall not create any relationship between you and Hexagon as joint ventures, partners, associates, or principal and agent. Neither party is granted any right of authority and shall not create any obligation or responsibility for or on behalf of the other party. Neither party shall have the authority to bind the other party.

Electronic Agreement. You expressly consent and agree that ordering webpages and related Hexagon forms may be electronically signed or acknowledged and agreed, and that such electronic signatures shall be treated, for purposes of validity, enforceability as well as admissibility, the same as written signatures.

Special Terms and Conditions which are granted to Washington State with regards to the End User License Agreement.

Special Terms and Conditions

- 1) The following entities shall be allowed unlimited access licenses;
 - a. All State Government Agencies and Regents-level institutions
 - b. All County-level governments
 - c. All Municipal (city) governments
 - d. All Public Safety Answering Points (PSAP)
 - e. Tribes who are served and part of E911 and NG911
 - f. Any commercial firm or organization holding an active contract to conduct work on behalf of the entities listed above.
- 2) Authorized users shall be allowed to develop and publish, not for monetary gain, publicly available web applications which utilize ortho-imagery or web map service(s), in a view-only mode with no download capability.
- 3) Authorized users shall be allowed to print and distribute, not for monetary gain, hardcopy format maps that display the orthoimagery.
- 4) At the end of the contract period , all previous vintage data will enter into a perpetual license. At the end of the contract period, if not renewed, the web services will no longer be provided. However, the license allows for perpetual use of the previous vintage data for all approved users. Upon renewal of the contract or refresh of the data, the previous vintage data will be allowed in the public domain.

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule B

Technical Specifications and Requirements

Specification	15cm Program	30cm Program
(Planned) allowable GSD	0.2m nominal GSD with ADS100 HR mode	Maximum 0.4 meter
Accuracy	15cm : RMSE x/y 0.5m RMSEr = 0.71m CE90 = 1.07m CE95 = 1.22m	RMSEx/y = 1.2m RMSEr = 1.7m CE90 = 2.6m CE95 = 3.0m
Minimum sun angle	30° minimum, however, every effort should be made to acquire the downtown core as well as any tall building filler lines at the highest solar possible in the day.	30°
Cloud/cloud shadow	[Cloud cover] must be less than 3% per 5 km by 5 km block, and less than 5% per square kilometre image. Any detail obscured must not include urban areas and housing or roads in rural areas. In mountainous areas these criteria may be relaxed to 10% obscured per 5 km by 5 km block is provided housing and roads are not obscured. Provided the above criteria have been met, in instances where small areas of cloud remain and providing every effort has been made to remove cloud using adjoining imagery, there is no further requirement to manually edit remaining cloud. For the avoidance of doubt, in these limited circumstances, visible lines along cloud edges are acceptable. [Cloud shadow] - 6% per 5 km by 5 km is acceptable providing that real-world detail such as road markings and street furniture can be clearly viewed throughout the imagery.	≤10% and not obscuring HVA area or paved roads or other transportation network
Smoke/fire	See cloud cover	May be cause for rejection
Persistent smoke (volcano, factory, crop burn, etc.)	See cloud cover	Allowable – not cause for rejection
Snow/ice cover	Must be less than 3% per 5 km by 5 km block, and less than 5% per square kilometre image. Any detail obscured must not be of high significance (for example any urban area and housing or roads in rural areas). In mountainous areas this may be relaxed to 10% obscured per 5 km by 5 km block, provided only small amounts of ground detail are affected.	Permanent snow/ice is acceptable
Specular reflection	Must not be detrimental to the image appearance or impede the ability to extract information from the imagery when viewed at true scale (that is 1:1).	Allowable provided shoreline and surrounding features are not obscured
Maximum allowable image shear	≤ 3 pixels	≤ 3 pixels
Band-to-band pixel misregistration	≤ 0.5 pixel and no perceivable color fringing	≤ 0.5 pixel and no perceivable color fringing
Sidelap	Urban areas minimum 30% or greater with ADS100 Urban areas minimum 15% or greater with ADS120 See building Lean below for supplemental flightlines	Minimum 27%
Non-pixel data	DN value of 0 and 255 reserved for non-data	DN value of 0 and 255 reserved for non-data
Acceptable image blemishes, scratches, artifacts, etc.	Imagery should be blemish and artifact free	Imagery should be blemish and artifact free
Flooding/standing water	Must be less than 3% per 5km by 5km, and less than 1% per square kilometre image. Any detail obscured must not be of high significance or represent key	Acceptable as long as paved roads or agricultural field boundaries are

	features on the ground, for example; urban areas, housing, communication routes and field boundaries.	not obscured
Occlusions	Smearing from DEM inaccuracies or occlusions that exceed 3% of a 5km X 5km area are not acceptable.	No stated policy but subject to call-out
Smearing	Smearing caused by turbulence is not acceptable.	No stated policy but subject to call-out
Clipping	Cumulative luminosity pixel count for bins 0-5 and 250-255 shall not be less than 98%,preferably > 99%	Cumulative luminosity pixel count for bins 0-5 and 250-255 shall not be less than 98%,preferably > 99%
Contrast	Must be consistent across the block. The appearance of too much contrast where shadows become too dark or too little contrast where the appearance is of a flat nature must be avoided. This applies to all topography, including monotone.	Difference between cumulative pixel counts containing 99% and 1% of the data shall be greater than 59% of the bit depth, $\pm 4\%$ Target: 150 Minimum: 140 Maximum: 160
Brightness	Mean pixel count within $\pm 7.5\%$ of the middle DN value Minimum: 108 Maximum: 147	Mean pixel count within $\pm 7.5\%$ of the middle DN value Minimum: 108 Maximum: 147
Color balance	Neutral objects shall have a DN difference of no more than 5 for any RGB triplet. Should be consistent across the supplied block with minimal banding caused by vignetting or hot spots due to excessive light. The appearance of the image must be a realistic representation of the true colour on the ground. Pre-delivery samples may be requested.	Neutral objects shall have a DN difference of no more than 5 for any RGB triplet
Bridge warp/smear	Bridge/freeway/causeway warp/smear is not acceptable. Modifications undertaken to reduce pixel stretch must ensure that the resultant ortho image is a realistic representation of real world features. Pixel stretch on man-made features, building, bridges, and other elevated features, where the geometric fidelity of the feature is compromised, may be reduced using image manipulation software provided there is no over simplification or unrealistic fabrication of real world detail (for example buildings, roads and railways).	Bridge/freeway/causeway warp/smear is not acceptable
Building seamline sheer	Visible joins between ortho-images and flight lines within each block should be avoided but will be accepted under the following conditions: they do not hide detail or adversely affect the ability to extract information from the image; they do not stretch the entire length of the seamline, for example clearly outlining entire images; they do not impact geometric fidelity (no change in shape or alignment between images); there is no positional shift between images along visible lines; and the colour difference is slight and/or well graduated and consistent both within the block and with edgematched blocks in the Imagery Layer. they are along any cloud edges remaining from the Cloud Cover conformity.	Within HVAs only
Building Lean	Supplemental flightlines will be added as required to minimize building lean. Buildings over 60ft tall that are not at nadir will be assessed for lean. Seamlines will be moved to use the most nadir data. The objective is to have the centre line of roads visible.	

TAB — I

City of Long Beach
Summary of Report of Decision

On August 14, 2021, the Hearings Examiner for the City of Long Beach, Washington did issue a report of decision for the following application:

Project: Application CUP 2021-05, Derek and Lisa Johnson of Troy, Idaho, Conditional Use Permit to allow the use of a vacation rental in the R2R– Two-Family Residential Restricted zone at 132 28th ST NW in Long Beach, Washington.

Decision: Approved per the findings and conditions in the Report of Decision.

The complete Report of Decision for the above-referenced project is available for review at Long Beach City Hall, 115 Bolstad Avenue West, Long Beach Washington.

Chinook Observer: Please publish September 1, 2021

City of Long Beach
Summary of Report of Decision

On August 14, 2021, the Hearings Examiner for the City of Long Beach, Washington did issue a report of decision for the following application:

Project: Application CUP 2021-06, West River Construction for Tania Miller of Long Beach, Washington for Conditional Use Permit to exceed 200 square feet of outdoor vending space in the OT– Old Town zone at 305 Pacific Ave South in Long Beach, Washington.

Decision: Approved per the findings and conditions in the Report of Decision.

The complete Report of Decision for the above-referenced project is available for review at Long Beach City Hall, 115 Bolstad Avenue West, Long Beach Washington.

Chinook Observer: Please publish September 1, 2021

City of Long Beach
Summary of Report of Decision

On August 14, 2021, the Hearings Examiner for the City of Long Beach, Washington did issue a report of decision for the following application:

Project: Application CAO V 2021-02, Sarah and Leonard Taylor of Long Beach, Washington, Variance to allow approximately 14,994 square feet of indirect wetland impacts in the OTW-Old Town West at 300 Ocean Beach Blvd South.

Decision: Approved per the findings and conditions in the Report of Decision.

The complete Report of Decision for the above-referenced project is available for review at Long Beach City Hall, 115 Bolstad Avenue West, Long Beach Washington.

Chinook Observer: Please publish September 1, 2021

When recorded, please return to:

City of Long Beach
PO Box 310
Long Beach, WA 98631
Attn: Community Development Department

COMMUNITY DEVELOPMENT DIRECTOR'S DECISION SHORT PLAT APPLICATION

APPLICANT

Brian and Kimberly Cutting, PO Box 64, Ilwaco, Washington 98624

PROPERTY LOCATION

1608 Idaho Ave South Long Beach, Washington 98631

LEGAL DESCRIPTION

Tract 22 of Cape Cod Moor Lying within Section 21, Township 10 North, Range 11 West, W.M. City of Long Beach, Pacific County, Washington

- Assessor's Parcel #74008022000

BACKGROUND

The applicant proposes to split the existing 228,215 square-foot (SF) parcel, which is a rectangle trending north-south, into four (4) lots, New Lots 1, 2, 3 & 4.

- New Lot 1, the northern parcel, would have access from 16th Street Southeast and Idaho Ave S. and would extend east from Idaho Ave S approximately 714 feet and have an area of 57,170 SF.
- New Lot 2 would be located immediately south of new Parcel 1; would front on and have access from Idaho Ave S. and would extend south from new Parcel 1 approximately 80 feet and have an area of 57,212 SF.
- New Lot 3 would be located immediately south of new Parcel 2; would front on and have access from Idaho Ave S, and would extend south from new Parcel 2 approximately 80 feet and have an area of 57,253 SF.
- New Lot 4 would be located immediately south of new Parcel 3. It would front on and have access from Idaho Ave S and abut Godsey Lane. It would also extend south from new Parcel 3 approximately 80 feet and have an area of 57,295 SF.

The entire property is currently undeveloped. The property is zoned R3– Multi-Family Residential Restricted pursuant to the City of Long Beach Zoning Ordinance.

On June 8, 2021, the applicant filed an application with the City for a short subdivision of the subject property. The following materials were submitted by the applicant:

- Application for development approval
- Wetland Delineation (the city had to wait for a final draft)
- Application fee of \$770.00
- One conceptual draft of the plat proposing creation of four (4) lots numbered 1, 2, 3 and 4 north to south, respectively.

On June 9, 2021, the applicant submitted a full draft copy of the proposed plat.

On August 4, 2021, the city notified the applicant the application was complete. The city had to wait for a complete and final wetland delineation to be on file.

On August 4, 2021, pursuant to Section 11-4B-4 of Title 11 (Unified Development) of the City Code, written notice of the application was sent to owners of properties located within 300 feet (300') of the subject property. Notice was also sent to individuals identified in Section 11-4B-2 of Title 11. The notice requested that comments regarding the proposed short plat be submitted to the City by August 20, 2021.

On August 13, 2021, the city notified the applicant that a few revisions to the plat were in order and returned a red-lined copy to the applicant.

PUBLIC COMMENTS

There were no comments received.

FINDINGS:

1. Compliance with zoning. The subject property is located in the R3 (Multi-Family Residential Restricted) zoning district. The minimum lot size/lot area in the R1 zoning district is 3,000 SF, excluding the area of any vehicular surface access easement or street pursuant to Section 12-5E-4 of Title 12 (Zoning), of the Long Beach City Code. All lots as proposed conform to this standard.

2. Pedestrian access. All lots will have access from Idaho Ave South.

3. Design, shape, and orientation of lots. With their shorter boundaries trending north-south and their combined longer boundaries trending east-west, the proposed lots are oriented in a north-south linear fashion.

The size and configuration of the proposed lots is such that each can accommodate a building envelope adequate for construction of a single-family dwelling while complying with setback standards pursuant to Section 12-5E-2(A)(4) of the City Code.

4. Necessary easements. No new easements are required.

5. **Street standards.** Public access to all proposed Lots is from Idaho Ave South, which is fifty (50') wide and meets the requirement for collector streets as set forth in Section 4 of the City's Street standards and can provide adequate public access.

6. **Streetlights.** No new streetlights are required.

7. **Utilities.** Water is available to all lots; sewer would be provided by Seaview Sewer Dist.

Water: City of Long Beach

Sewer: Seaview Sewer Dist.

Transportation: All Lots are accessed by Idaho Ave South

Public Education: Ocean Beach School District

Electricity: Pacific County PUD #2

Storm Water and
Drainage: Stormwater would need to be captured on site.

Cable: Available through Charter Communications

Phone: Available through CenturyTel

Solid Waste: Area served by Peninsula Sanitation

Police and Fire: City of Long Beach

Medical and

Emergency Facilities: City of Long Beach EMS, Medix Ambulance Service and Ocean Beach Hospital District

Library: Timberland Regional Library Service in Ilwaco and Ocean Park

Public Parks and

Recreation Area (s): Numerous parks and recreational areas within the City of Long Beach and within Pacific County.

Public Transit: Pacific Transit System available including Dial-A-Ride

CONCLUSIONS:

1. All of the findings indicated above are based upon City review of a survey provided by the applicant. This survey indicates the City's regulatory requirements can be met with the conditions set forth.
2. The proposed short plat meets all of the City's requirements regarding compliance with zoning; pedestrian access; design, shape, and orientation of lots; necessary easements; street standards; streetlights; and utilities.

DECISION:

The short plat application of Brian and Kimberly Cutting to create four (4) lots on 1608 Idaho Ave South, City of Long Beach, Washington, is hereby APPROVED.

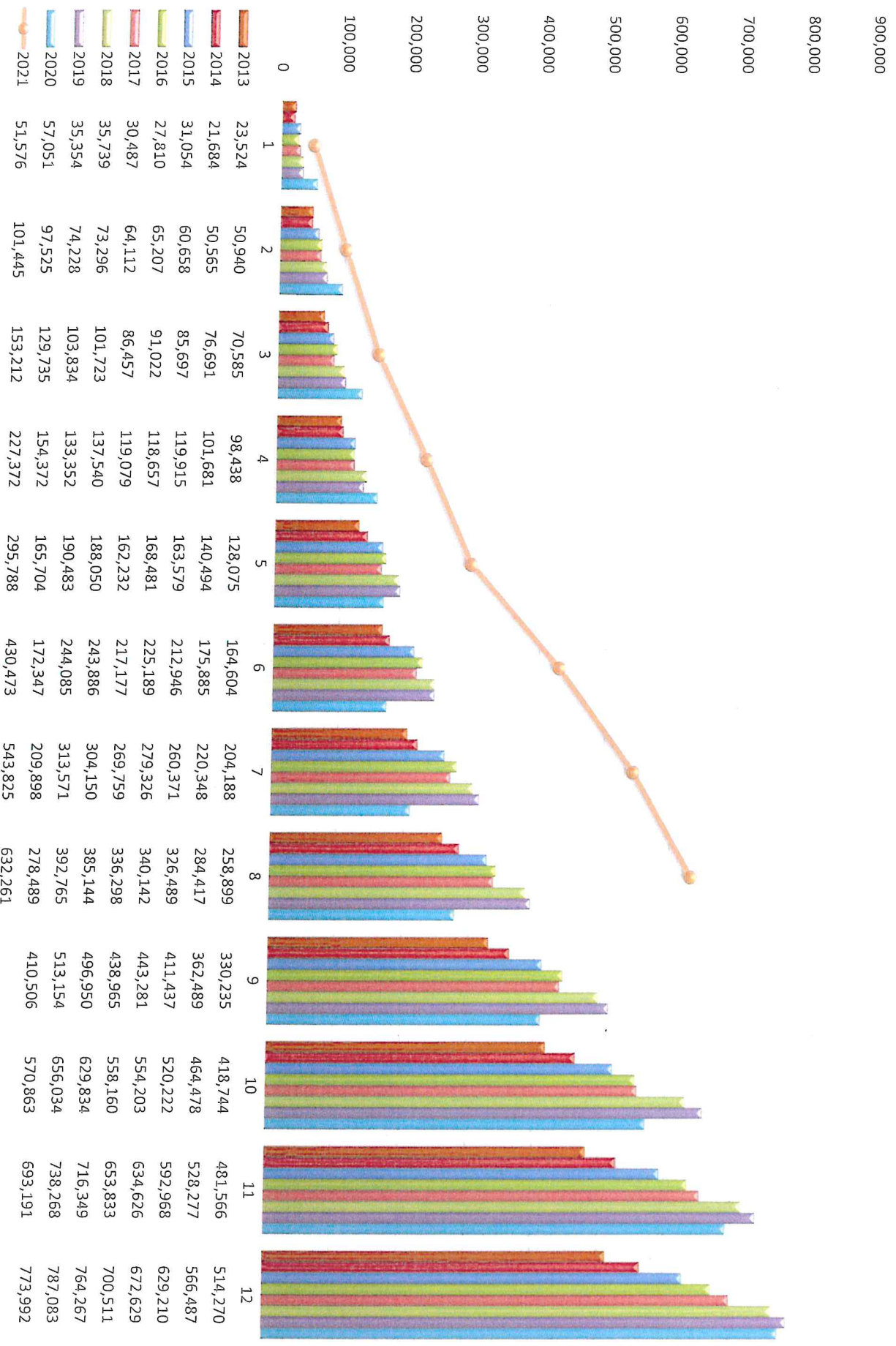
APPROVED this 23rd day of August 2021

Ariel Smith
Community Development Director

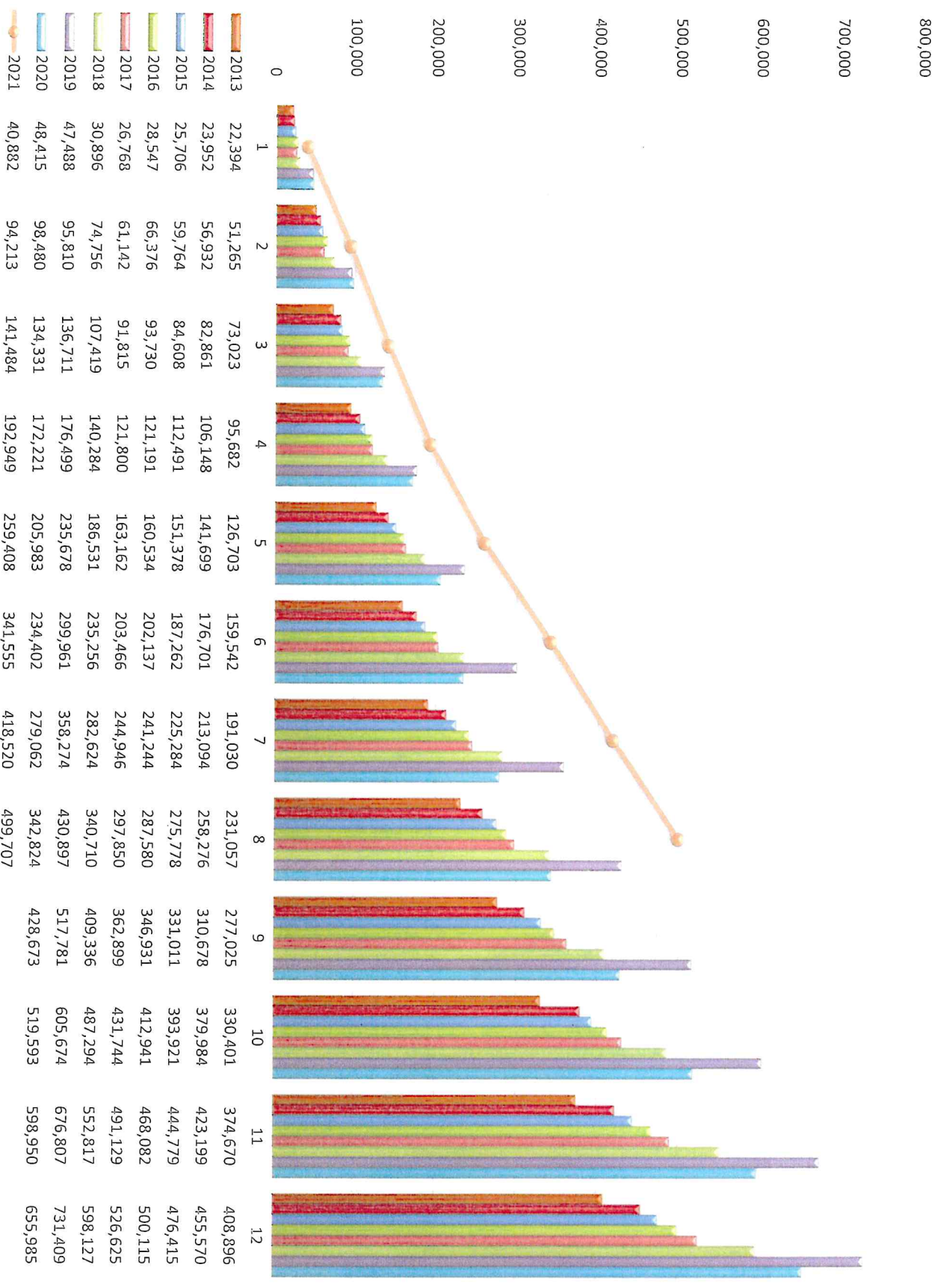
APPEALS

Any party wishing to appeal this decision must file a written notice of appeal with the City Council, in accordance with section 11-2C-14 of the Long Beach City Code, within fourteen (14) calendar days of the date set forth above.

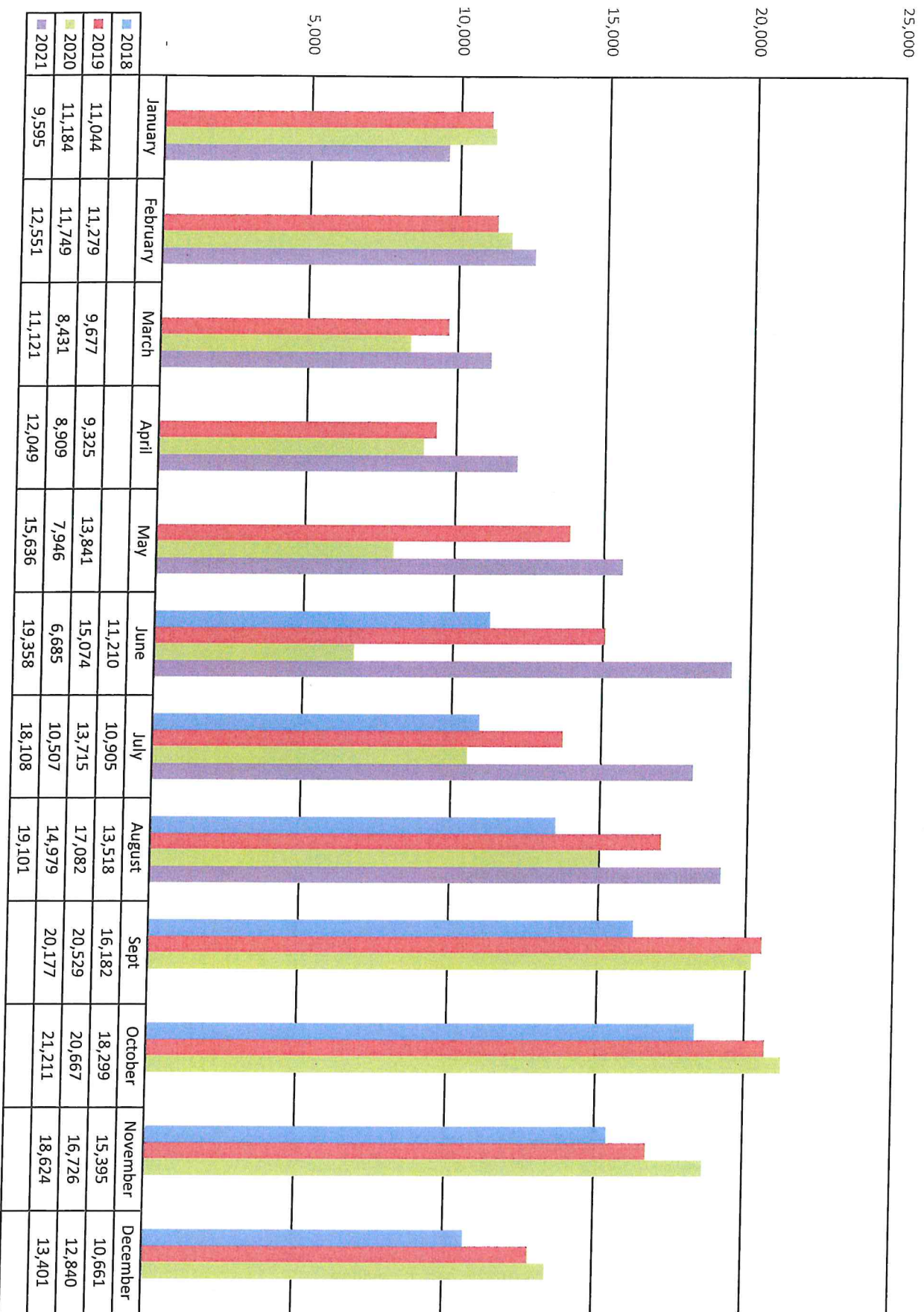
Lodging Tax Collections



Sales Tax Collections



Transportation Benefit District



Parks Streets Stormwater July Report

Monthly

Safety meetings

Bi-Monthly

Staff meetings

Thursdays

Boardwalk- Discovery trail- Mowing the parks

Fridays

Street sweeping- Blowing the sidewalks off

Daily

Restroom and garbage maintenance and watering the hanging baskets

Festivals/Events/Set up and tear down

4th of July set up clean up

Sand Stations set up and clean up

1. Sanded and painted the light poles in the Lewis and Clarke Park
2. Pressure washed and stained the concrete at the Lewis and Clarke Park
3. Weed eating around town.
4. Mowing right of ways with the Fail mower.
5. Gravel on discovery trail were the horse's cross.
6. Fixed the lights on the boardwalk and added deck screws.
7. Repaired the picnic table off Sid Snyder approach.
9. Playground inspection.
10. Installed the new 35hp pump at the 3rd street stormwater station.
11. Cut all the brush back in beards hollow on the discovery trail.
12. Painted the pipes at the 3rd street stormwater station.
13. Repaired the vandalism at the Bolstad restroom.
14. Repaired the Arch where it was hit and put-up new lights.
15. Pothole maintenance cold patch.
16. Put up new hardware and hung the wind screens on the beach pavilion.

17. Putting on a shingle oil on all the wood carvings.

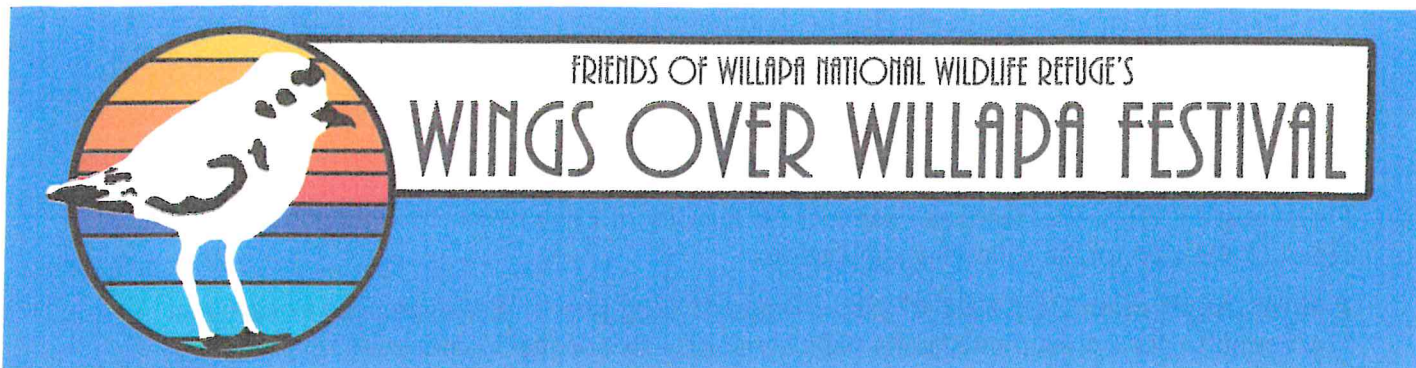
18. Pained the doors at the old PD.



City of Long Beach! you did it again -
opened your doors, welcomed us, and
provided a safe-clean hit event. We
just want to say THANK-YOU, you
thots are noticed and appreciated. All
your crews went above and beyond!

I (middle in photo) have attended many times
and this year my two friends from Colorado
came as well. Looking forward to future
festivals! *Michelle*

Thanks



August 31, 2021

David Glasson
City Administrator
Ariel Smith
Community Development Director
City Of Long Beach

Dear David and Ariel,

Our Wings Over Willapa planning committee held its scheduled meeting this afternoon and reviewed the most recent Pacific County Health Department report of cases of Covid-19. Sadly, due to the increasing number of cases in our county, we made the difficult decision this afternoon to cancel the festival.

This decision was made out of an abundance of concern for our participants, volunteers, and community. As we planned our festival, we anticipated we would bring at least 275 individuals together to enjoy the wonders of our peninsula and the Willapa National Wildlife Refuge, with over 100 of those individuals traveling greater than 50 miles and most of those seeking lodging in Long Beach. As our hospital reaches capacity and our case numbers rise, we became increasingly concerned about the community's ability to safely deal with any emergencies or increase in infections. Cancellation is occurring after we have already advertised the event, printed posters and promotional materials including sweatshirts with the logo of the City of Long Beach and other sponsors.

Because your support contributes greatly to bringing this event to our community and visitors, we wanted to let you know first, before we make a general announcement on Sept 1st. We truly hope the decision to cancel the festival does not reflect negatively on our opportunities for future grants. The Board of Directors of Friends of Willapa National Wildlife Refuge is exploring additional events to hold in the future that may bring visitors in during the less popular seasons once the pandemic is contained enough to allow safe gatherings.

We are especially disappointed that we will not be holding our Nature Play Day portion of the festival. This was scheduled as a free event held in Veteran's Park on Saturday September 25th, with nature and craft activities for children and families as well as an artisan fair. I will contact you later about our deposit for the field.

Again, we appreciate your support, and we are saddened that we are unable to hold our festival and bring visitors to our beautiful peninsula this year, and we are hopeful that the pandemic will soon become better controlled. We are already looking forward to a Wings Over Willapa Festival for September 23-25, 2022.

Sincerely,

Dianne Fuller
Coordinator, Wings Over Willapa 2021

wingsoverwillapa@gmail.com

City of Long Beach
Summary of Report of Decision

On August 27, 2021, the Hearings Examiner for the City of Long Beach, Washington did issue a report of decision for the following application:

Project: Application CUP 2021-07, Steve Oman of Long Beach, Washington for Conditional Use Permit to place eight multi-family units in the RC– Residential Commercial zone at 1803 Pacific Ave N Pacific Ave South in Long Beach, Washington.

Decision: Approved per the findings and conditions in the Report of Decision.

The complete Report of Decision for the above-referenced project is available for review at Long Beach City Hall, 115 Bolstad Avenue West, Long Beach Washington.

Chinook Observer: Please publish September 8, 2021

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

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

09-01-21

Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for August 2021

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

Long Beach

535 Total Incidents
Aid Call Assists: 1
Alarms: 5
Animal Complaints: 11
Assaults: 9
Assists: 85
(Includes 5 PCSO, 0 WSP And 0 Other Agency Assists Outside City Boundaries)
Burglaries: 1
Disturbance: 15
Drug Inv.: 4
Fire Call Assists: 4
Follow Up: 114
Found/Lost Property: 25
Harassment: 6
Malicious Mischief: 3
MIP – Alcohol: 0
MIP – Tobacco: 0
Missing Persons: 0
Prowler: 3
Runaway: 0
Security Checks: 106
Suspicious: 18
Thefts: 10
Traffic Accidents: 14
Traffic Complaints: 24
Traffic Tickets: 25
Traffic Warnings: 31
Trespass: 6
Warrant Contacts: 4
Welfare Checks: 11

Ilwaco (Includes 56 Calls At Port)

253 Total Incidents
Aid Call Assists: 1
Alarms: 1
Animal Complaints: 4
Assaults: 3
Assists: 15
(Includes 56 Calls At Port)
Burglaries: 1
Disturbance: 21
Drug Inv.: 3
Fire Call Assists: 2
Follow Up: 41
Found/Lost Property: 5
Harassment: 7
Malicious Mischief: 2
MIP – Alcohol: 1
MIP – Tobacco: 0
Missing Persons: 0
Prowler: 1
Runaway: 0
Security Checks: 70
Suspicious: 24
Thefts: 12
Traffic Accidents: 4
Traffic Complaints: 2
Traffic Tickets: 2
Traffic Warnings: 15
Trespass: 1
Warrant Contacts: 2
Welfare Checks: 13

Monthly Report Continued:

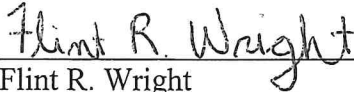
Page 2 of 2

The Kite Festival, held August 16th-22nd, was well attended and we had very few issues associated with it. We provided extra patrols in the festival area both during the day and evening times. The city also provided flaggers for the event.

I met with Willapa Behavioral Health management on the 18th to further discuss our ability to assist them in light of recent legislation passed. The whole issue is very murky but we are trying our best to assist them within the new laws.

On the 30th I met with the Sheriff and the Chiefs of Police from Raymond and South Bend to discuss the drug task force. While I won't go into details I am very pleased with how things are progressing.

As of the first of September the Long Beach Police Department has a new officer. His name is Duane Goodman. He comes to us with 11 years of experience with the Seattle Police Department and we are excited to have him join us.

A handwritten signature in cursive script that reads "Flint R. Wright". The signature is written in dark ink and is positioned above a horizontal line.

Flint R. Wright
Chief of Police

August 21, 2021

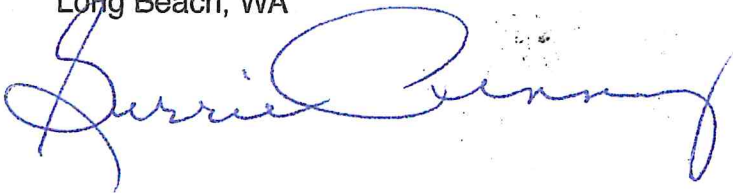
Attention: Long Beach City Council Board

As a full-time resident on the peninsula for almost 16 years, I find it disheartening to see my neighborhood on Sea Crest Avenue turn into a mecca for vacation rentals. So many permits for short-term rentals have overtaken us. There can be no long term relationships with neighbors when this happens, no interest in voting for local improvements, etc. No community building breaks down a place, facilities, etc. In the winter months mostly the houses lay empty, a prime spot for crime, etc. Out-of-towners swoop in and buy homes and then apply for a permit for a short term rental permit. They don't care a fig about the neighborhood because they rarely, if ever, visit. It's a money-maker for them but a loss for us. Long term rentals are needed everywhere around here. Why are you allowing so much commercialization in residential neighborhoods? The Merchants Association and other community leaders are so careful about not allowing big commercial development, such as big box stores, to come here in the business area. That keeps our peninsula unique and sought after for tourism. It is often said we don't want to become another Seaside. Well, it appears our neighborhood IS becoming another Seaside.

My tax records show that I am paying taxes on a home located in a residential, one family home area. Well it sure feels like that's no longer a correct description. Why is there no cap on the number of vacation rentals allowed in a neighborhood? I realize realtors want to sell homes and they have no idea what the buyers' intentions are but you, the City Council Board, do when you get those permit requests and allow this to happen. Instead, why not approve permits for long term rentals? At least that way it will alleviate the problem of people who perhaps want to live and work here finding a place to live and the neighborhood will feel like home with someone living in the houses and building relationships with one another. The owners would get a steady income and can use that to stay at one of our many wonderful motels and resorts if they want to visit.

Thank you for any action you can take to bring about some changes to prevent ruining our little place in paradise we full time residents all share here.

Gerrie Penny
Sea Crest Avenue, North
Long Beach, WA



August 24-2021

Chuck & Stephanie Bolden
2610 Sea Crest Ave.
Long Beach, Wa. 98631

Members of the Long Beach City Council

This letter is regards to the number of vacation rentals not only in our neighborhood but all over Long Beach.

Just on Sea Crest Ave there are twelve vacation rentals. A couple of them go without yard work & start to look up kept, & it takes away from the appeal of our yards & houses.

We have also noticed more noise, & traffic, let alone of parking.

Please address this issue and limit the vacation rentals.

Thank You,
Chuck & Stephanie Bolden

Scott Wells Tony Hofer

114 28th St. N.W.

Long Beach Wa. 98631

August 16, 2021

Members of the City Council

I'm writing this letter to voice our concerns over the number of vacation rentals in our neighborhood. My partner and I bought property here in 1999 moved here permanently in March of 2020. We have noticed an increase in the number of these properties. We are not opposed to them, but at present on Seacrest and 28th St. There are twelve. Between the increased parking, traffic and noise problems especially on Seacrest we see a real problem in the future. We think limiting the number of these properties in a certain radius would help those who live here year round.

Thank you for your attention.

Scott Wells Tony Hofer

Phone 360-513-1149

Scott Wells *Tony Roger Hofer*
1-360-896-4855

August 21, 2021

Dear Mayor Phillips, City Administrator Glasson and Council members Svendsen, McGuire, Murry, Cline and Kemmer,

This letter addresses the growing number of vacation rentals in our neighborhood, specifically Sea Crest Avenue and 28th NW. While we understand and appreciate the revenue tourism brings to the City of Long Beach, the abundance of rentals in our area brings along an abundance of issues we would like to bring to the Council's attention.

A few of the problems we have encountered are as follows:

- Most of the street parking available is taken up with renter's vehicles, boats, trailers and motorcycles
- Noise
- Trash left behind
- Lit cigarettes and garbage thrown into vacant lot (specifically 2713 Sea Crest Ave.)
- On several occasions, dogs left in the garage or house all day, resulting in barking for hours
- Renters using the garage as a "party room," leaving the door up, playing loud music until midnight or after
- Using the sidewalks to park RVs and motorcycles
- Violations of rental agreements, i.e., more families/people/pets than specified in agreement

The vision for the City of Long Beach states that it is a safe place where residents can "live, work and play." To many of us, it seems that the income from vacation rentals is more important to the Council than people who live in Long Beach 365 days a year, pay taxes, support local establishments during winter months and vote for elected officials.

We do not expect vacation rentals to go away. What we do ask is to limit the number of rentals in any specific neighborhood and for companies like Bloomer Estates to monitor and be held accountable for their properties. At this time there seems to be more of an interest in attracting vacationers, as opposed to supporting residents of Long Beach.

Thank you for your consideration,

Lisa Hickman



2714 Sea Crest Ave.

Long Beach, Washington 98631

August 23, 2021

To the Long Beach City Counsel:

I am writing in support of my neighbors and full time residents of Long Beach.

There are several issues that are affecting the quality of life here on the Peninsula. The ones utmost on people's minds are the July 4th mayhem and trashing of our beautiful area and what is becoming increasingly apparent now is the over abundance of vacation rentals. This letter addresses the short term vacation rentals. I have been informed that there is an ordinance limiting the number of short term rentals in proportion to non-rentals. I have previously lived in HOA managed living settings and this was always the case, limiting the number of rentals compared to full time residents, and strictly overseen by the resident HOA. Since the area where I live, Sea Crest Avenue North, is not an HOA we depend on you, the elected City Council, to protect our property values as well as keep our peace of mind and sense of wellbeing. Most of us here and in many parts of town have worked 45+ years to be able to buy and retire where we hoped these values and expectations would be respected and maintained. I don't think I need to elaborate on the many unpleasant situations that can and do occur when some vacationers come to a home and it can become a free for all. This will reduce not increase our reputation as a wonderful place to visit.

I ask that the Council either take more time considering applications, adhering to the ordinance, for the STRs or perhaps appoint a group to do this task.

Thank you,

Karen Perea

Full time resident since 2007



August 17, 2021

To whom it may concern at the City of Long Beach

Re: Conditional Use Permit Application Case No. CUP 2021-05

From: Steve and Marianne Prather of 126 28th Street NW, Long Beach, WA

In 2011 we invested in a 2-bedroom home in Long Beach for our family to enjoy vacation time at the coast. The property we found was ideal for our love of the Long Beach Peninsula for it's beauty, small town feel, clamming, fishing, hiking, and biking. We love it here. Now that we are retired, we spend more time down here, so we feel so fortunate to have this second home. We have continued to maintain and upgrade our place with a new roof, fresh paint, updated landscaping, and new garage door. As our grown daughters married and had children, we found that this space was too small for more than one family at a time, but our daughters and their families still appreciate that they can come use it any time. It has been the place where our grandkids have learned to ride a bike for the first time, learned how to dig clams, fly kites and build sandcastles. Most important...build relationships.

We have been notified that the new owners of 132 28th Street NW, Long Beach, the Johnsons, are requesting to operate a vacation rental. We would like to provide input so that we can continue to love our place at the beach and not have to deal with groups of renters who violate the conditional use permit (or fail to obtain one). The requirements of a CUP are to protect the neighborhood from issues that arise from having too many occupants, noise, vehicle traffic, parking, and fireworks that makes this neighborhood difficult or unsafe to stay in.

Currently a new group of owners next door to us appear to be renting out their place. On July 16th we noticed three mini-vans or SUV's arrive. There were 6 adults and 7 or 8 small children that got out and began their stay at the unit. That's 13 people! All the kids were on bikes racing around the street and cul-de-sac, jetting out from behind cars and trees without parents paying attention to them as they were unloading the vehicles and settling in. We weren't aware that the new owners were letting others rent the unit, especially to that number of people. The three new owners never mentioned renting their unit out to us. Again, another pair of cars showed up next door on the 13th of August to stay. Not only the owners but also their renters often have at least 2 vehicles with one parked on the parking pad and the other parked in the cul-de-sac. It makes it difficult for the resident in 130 to back out. Now that we understand the Johnsons in 132 are wanting to rent their unit out, parking with all these cars will become a bigger problem, especially with kids on bikes and scooters.

If the city of Long Beach has adopted zoning ordinances that allow VRBO and AirB&Bs to operate, by going through the Conditional Use Permit process, the city has created a conflict for residents in those neighborhoods when violations occur by the renters, or the owners fail to obtain a Conditional Use Permit. In this time of pandemic and an increasing culture of nasty behavior, it makes it awkward for owners nearby to address the problems with renters. We shouldn't have to police our own neighborhood because some owners want to make money at our expense. Do we call Ariel Smith during the week and call the police after hours and on weekends? This doesn't seem like the best use of our police force. The City of Long Beach should have designated personnel to check on and inspect these residences that have become a place of business. How are violations handled? We would like a list of how this works. What are the consequences? How many violations

will result in pulling the permit? Obviously, it puts us in a position to have to snap cell phone pictures to document violations. Is that even legal? Some would involve photos of the number of children, adults and vehicles parked at the residence. How would some families who rent these units in our neighborhood like us photographing them or especially, their kids? Would the owners of these rentals like that? This puts us in a situation that can foment hostile relationships between owners and renters. We have already seen that situation from a long-term rental directly across the street from us. Our experience with talking to renters is that they don't like being asked nicely to refrain from doing something that is an issue for the neighbors. The owners don't appear to care what their renters do, as long as, they are getting their rent.

I understand that the occupancy for these units that are identical to ours have an occupancy limit of 6 people, regardless of age. The renters must observe quiet hours. What are those hours? The vehicle parking is supposedly limited to one car in the garage and one car on the parking pad. That is unlikely to happen because the garages are usually full of bicycles, clam gear and beach paraphernalia, like ours. The owners of 124 and 138 have given us permission to park extra cars along 128th Street adjacent to their yards, because we have asked their permission.

Garbage can be another issue. People who rent need to put trash in the cans they are provided with and keep the can in the garage. We have experienced bears visiting our neighborhood regularly in the past. When a renter finally was shocked to see a bear eating his garbage, he finally understood that garbage attracts these not-always-friendly visitors into our yards. People who don't have small kids don't understand how dangerous that can be.

Fireworks shouldn't be allowed in our neighborhood because of the proximity of pine trees and cedar siding on all of our two-story residences. They should be directed to use their fireworks on the beach following City regulations. I know there is a survey being conducted, regarding fireworks, and it is appreciated. Visitors to our Peninsula don't always show common sense or courtesy toward residents.

Our most recent concern pertaining to these rentals is saturation. On our short street alone, there are two units attempting to do short term rentals (one is not permitted to our understanding). Is there or should there be a limit to how many of these can operate in a neighborhood?

On another note, people with small children use baby wipes. Our street has a sewer connection that serves our 8 units. The sewer pipe that was installed when the property was developed in 2007 and 2008 are gravity flow until it joins the newly installed, larger, sewer pipes on 28th Street NW. At that point the sewer is a pressurized system that goes to a lift station at the west end of 28th Street. The wipes and other items flushed into the toilets can still create a clogged pipe for the owners of our cul-de-sac where sewage can back up into our residences. It should be noted that a clogged sewer pipe will impact several people on our street, not just the residence where renters are. This isn't something we feel like paying for, should it occur. It should be clearly stated in the rental agreement that wipes and feminine products should not be flushed. When people rent, they don't always treat the unit the same as if they owned it.

The City establishes the zoning ordinances and approves a Conditional Use Permit, following a hearing. The city needs to enforce the CUP provisions and do regular inspections, rather than leaving it up to the neighbors to file a complaint. The City of Long Beach has some obligation to the people who have been good neighbors and taxpayers for more than 10 years. We do appreciate being given an opportunity to provide input into this process.

In addition, the fireworks issue should be examined more closely by the city. Our neighborhood borders on vacant forest land. The people in the end of the cul de sac usually bring their fireworks out to the cul de sac to light them off. We're happy that people can celebrate our nation's independence but the properties on our short street are only 4,000 square feet. With the typical wind conditions at the coast, fireworks that can be directed into the air can create a problem for nearby homeowners who are away from their home for the weekend. We often choose to stay away during the busy weekend with fireworks because we raise cattle in rural Clark County near Vancouver and need to be around in case our livestock decide they are under attack.

Also, the city of Long Beach or the State Parks should be able to charge to drive onto the beaches or get a Washington State Park pass for the day. It would help defray the cost dealing with the influx of vacationers who are visiting and the garbage they leave behind. Maybe these comments will help keep Long Beach the wonderful place it is.

Sincerely yours,

Steve and Marianne Prather

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