



AGENDA –Tuesday, July 5, 2022

6:15 p.m. Workshop

7:00 p.m. City Council Meeting

In-Person and Zoom Webinar

Meeting ID: 831 6447 0113

Password: 12345678

6:15 WORKSHOP

WS 22-12

Zoning, Workshop 1 Food Trucks – TAB A

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

Call to order Mayor Phillips, Council Member Svendsen, Council Member Phelps,
And roll call Council Member Murry, Council Member Reddy & Council Member Coleman

OATH OF OFFICE – OFFICER CHRISTOPHER WALKOWIAK TAB – B

OATH OF OFFICE – OFFICER RYAN PERVIS

PUBLIC COMMENT

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

CONSENT AGENDA – TAB 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, June 16, 2022, Regular Meeting, June 27, 2022, Special Meeting
- Payment Approval List for Warrant Registers – 60959-60982 & 89703-89765 for \$291,502.19

- AB 22-47 – TIB Agreement for crack sealing – TAB D

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB E

- Summary of Report and Decision CUP 2022-03
- Charge Point Report
- Lodging Tax Collections
- Sales Tax Collections
- Transportation Benefit District Collections

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.
July 18, 2022, August 1, 2022 & August 15, 2022

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 22-12**

Meeting Date: July 5, 2022

AGENDA ITEM INFORMATION		
SUBJECT: Zoning Workshop 1 – Food Trucks	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	
SUMMARY STATEMENT: Review and discuss the drafted ordinance.		

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 doesn't necessitate the Council allowing public comment. If the Mayor and Council request more information or clarification they may seek input from the audience.

ORDINANCE No. 10XX

AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON, RELATING TO THE LOCATION AND APPROVAL REQUIREMENTS FOR FOOD VENDING ACTIVITIES WITHIN THE CITY, ADDING CHAPTER, 12.18 TO THE LONG BEACH MUNICIPAL CODE.

BE IT ORDAINED by the City Council of the City of Long Beach, Washington as follows:

Section 1. There is hereby added to the Long Beach Municipal Code a new Chapter 12.18 to read as follows:

Chapter 12.18

FOOD VENDORS

Sections:

12.18.010	Intent
12.18.020	Definitions
12.18.030	Licensing and site plan review application and approval required
12.18.040	Design standards for food vendors
12.18.050	Safety
12.18.060	General location standards
12.18.070	Permit limitations
12.18.080	Permit revocation
12.18.090	Appeals

12.18.010 Intent. The intent of this chapter is to:

- A. Provide an opportunity for food vendors in zones where the use would enhance the pedestrian experience and be supportive of the intent and vision of the commercial zone in which it's located.
- B. Provide regulations for the appropriate siting and design of food vending activities to provide for the compatibility of such use with adjacent retail activities.
- C. Provide standards that protect the public's health, safety and welfare with operation of these activities.
- D. Provide standards that protect the aesthetic requirements of the zone in which it's located.

12.18.020 Definitions.

- A. "Food Truck" A food truck is a large, motorized vehicle or trailer, equipped to cook, prepare, serve, and sell food. Some sell frozen or prepackaged food; others have on-board kitchens and prepare food from scratch, or they heat up food that was prepared in a brick-and-mortar commercial kitchen.
- B. "Food Cart" a small vehicle with wheels but no engine from which is equipped to cook, prepare, serve, sell food. Some, sell frozen or prepackaged food; others have on-board kitchens and prepare food from scratch, or they heat up food that was prepared in a brick-and-mortar commercial kitchen. Food carts are to be located onsite each day and removed each evening.
- C. "Outdoor Food Court" outdoor dining facilities that are associated with and in the immediate vicinity of a permitted group of Food Trucks that serves food or drinks for on-site consumption.
- D. "Food Vendor" describes either a food truck or food cart.

12.18.030 Licensing and site plan review application and approval required.

- A. All business activities shall meet requirements of Chapter 4.1.2 for City business licensing.

Site plan review approval required:

- 1. "No "food truck" or "food cart" shall be permitted to operate within the City of Long Beach without first obtaining site plan approval pursuant to the requirements of Chapter 12.10.
- B. Site plan review application. Food trucks, food cart and court applications shall include detailed scale drawings of the location, materials specifications and

drawings showing all four sides of the trucks or carts and any logos, printing or signs which will be incorporated. Color schemes must be indicated on the drawings. The application shall contain a plan for scheduled hours of operation that includes time of day, days of week, months of the year, and scheduled closings. Written approval of the landowner shall also be submitted at the time of application. The plan will also show distance to adjoining property lines, any appurtenances such as picnic tables, seating areas, garbage cans, Sani cans, screenings and plantings, lighting fixtures and proposed signage locations.

C.

Site plan review consideration and decision.

1. The City staff shall review each application for consistency with the standards and intent of this chapter.
2. Each food truck and food cart shall be placed on private property, so it does not obstruct or impede pedestrian or vehicular traffic.

12.18.040 Design and development standards for food vendors.

1. All sides of the food truck must have screening. The non-customer side must be screened from residential view. The use of vegetation for screening is acceptable. At a minimum lattice or a small picket fence is required, surrounding the food truck. All other materials must be approved by the city. The combination of screening and vegetation is also acceptable; any screening must go through design review. Food carts do not require screening.
2. The trucks must have water, sewer, and power. The connections will meet the same requirements that the city holds RV hook-ups (each food truck will have a water connection with a ¾" faucet and a 4" sewer connection, along with a power junction box with a breaker). The power must be installed underground. Food carts are self-contained and not required to connect to any utility. Food carts must dispose of trash and grey water as required by State of Washington Codes.
3. All signage will be subject to design review. No signage is allowed on public property.
4. All lighting must face down and not act as a distraction to drivers. No flashing or moving lighting is permitted. Lantern lights are preferred.
5. A canopy, awning or umbrella may be included with the food truck. The canopy, awning or umbrella shall be of vinyl, canvas, or similar durable material. All parts of such umbrella or canopy must have a minimum of 8 feet of vertical clearance to the ground. Food carts may use an umbrella with the same requirements as food trucks.
6. Each food truck shall provide a minimum of two picnic tables and two garbage cans. Both of which are the sole responsibility of the property owner. The city requires the use of planters throughout the court, each truck should have a minimum of two planters. Food carts shall provide a minimum of one garbage can and are not required to have a planter.

7. Each food court must provide a minimum of two sani-cans if public restrooms are not located within 100'. These portable restrooms must be properly screened as described through the design review process.

Food vendors siding materials shall be low maintenance and cleanable, preferably painted or wrapped and of non-corrosive metal, including stainless steel or aluminum. The aesthetics of the food truck must match the city's early seashore theme.

1. Each food truck shall be a self-contained unit. Utility service connections shall be required. Electrical service connections are required:
 - a) Main power supply lines are not allowed overhead.
 - b) the outlet location must be placed outside the walkways which are accessible to public and private use.
 - c) length of electrical hookup must be within 15 feet of the stand.
 - d) no extension cords will be allowed.
 - e) each food truck shall require an electrical permit and will require inspection prior to operation. A copy of the permit must be provided to the city.
2. Food vendor operations must have a permit from the Pacific County Health Department when required and must comply with all applicable Health Department requirements.
3. All persons conducting a food vendor business within the City must keep the site clean and orderly at all times and pick up any refuse or debris and clean up liquid spillage deposited by any person using the business location.
4. Support equipment and accessories shall generally be self-contained within the food vendors' stand. Support equipment and accessories must not be placed so as to impede pedestrian or vehicular traffic or distract from the pedestrian experience.

12.18.050 Safety

1. Noise-making devices designed to attract attention and loud shouting or yelling to attract attention are prohibited, must comply with the city's noise ordinance (LBCC 5-5) must comply with all applicable state, county, and city regulations.
2. All food trucks shall have fire extinguisher(s) available according to current Uniform Fire Code requirements.
3. There must be four external hand sanitizing stations at each food court. Food trucks and food carts must have hand sanitizer available.

12.18.060 General location standards.

- A. Food vendors and maximum Food vendors allowed may be located in the following zones:
1. Residential Commercial – 2 total in the RC Zone (RC – 3rd ST N to Pioneer Rd – generally the first block off of Pacific Hwy, both east and west)
 2. Commercial – 2 total in the C1 Zone (C1 – North of Pioneer generally the first block off of Pacific Hwy, both east and west and 11th ST South to southern city limits, first block off of Pacific Hwy, both east and west)
 3. Old Town zone – 8 total in groups of 4 at each location
Downtown core – 11th ST S north to 3rd ST N – generally the first block off of Pacific Hwy, both east and west
 4. Shoreline Resort and Shoreline Resort Restricted – 2 total between both zones.
May be in groups or individual.
West of 1889 line Sid Snyder to 5th ST SW, 14th to 16th ST NE, 22nd to 23rd NE and 26th to 28th NE

City of Long Beach zoning map can be accessed at the City's website: longbeachwa.gov

- B. In determining whether or not the proposed location would be permitted, the following criteria shall be considered:
1. The type and intensity of the proposed use and the type and intensity of existing uses.
 2. The width of the sidewalk, or parking available.
 3. The proximity and location of existing street furniture.
 4. Established or proposed pedestrian and vehicular traffic patterns.
- C. The site and food vendor together shall not create a pedestrian or vehicular traffic hazard.
- D. The food vendor location shall promote the pedestrian nature of the general area in which it is located

12.18.070 Permit limitations.

- A. A food vendor site plan review approval may not be transferred.
- B. Any permit or approval issued by the City for a food vendor on private property does not affect the permittee's responsibility to secure and maintain a contract or written approval from the property owner.

12.18.080 Permit revocation.

The City Administrator, Police Chief, or designee may immediately revoke or suspend a permit or deny either the issuance or renewal thereof if City staff finds that:

- A. The applicant or permittee has violated or failed to meet any of the provisions of this chapter or conditions of the permit;
- B. The food truck or food cart is detrimental to the surrounding businesses or to the public due to either appearance or condition of the stand;
- C. Any required licenses have been suspended, revoked or cancelled or violated;

The property owner has withdrawn approval or revoked the contract allowing the use on his or her property.

Upon denial, suspension or revocation, the City Administrator or designee shall notify the applicant or permittee in writing of the action the city has taken and the reasons why the permit is being denied, suspended or revoked. After giving such notice by mail or in person, if the food vendor has not been removed within 15 days, legal action will be taken according to City Code. The city may cause a removal of any food vendor found in violation of this chapter. The penalty for this section is assessed under LBCC 14.3.3.

12.18.090 Appeals.

- A. Any person aggrieved by a decision of the city may appeal the decision pursuant to the requirements of LBCC Chapter 12.10.8.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, that the presented amendments be made to Chapter 12 of the Long Beach City Code.

Passed this XXth day of _____

AYES

NAYS

ABSENT

ABSTENTIONS

ATTEST:

Jerry Phillips, Mayor

Jessie Hermens, City Clerk

4-3-3. ENFORCEMENT METHOD 3, NOTICE OF VIOLATION, CIVIL PENALTY, AND ABATEMENT.

A. Imposition Of Monetary Penalties: Any person who violates any of the provisions of the code references sted in section 14-1-2 of this title, at the discretion of the public official, may be assessed monetary (civil) enalties before the city initiates the abatement process referenced in this title. If the public official determines his alternative process is more likely to result in compliance, the public official may send a notice of violation, ollowed by imposition of civil penalties and abatement if appropriate.

B. Contents: The notice of violation shall contain the following:

1. Name and address of the person responsible for the violation;
2. Street address or description sufficient for identification of the building, structure, premises, or land upon r within which the violation has occurred or is occurring;
3. Description of the violation(s) and a reference to the provision(s) of this code, ordinance, or regulation at has been violated;
4. Description of the necessary corrective action(s) required to abate the public nuisance or unsafe ondition, which may include corrections, repairs, demolition, removal, or any other appropriate action;
5. Statement that required corrective action(s) must be taken within thirty (30) calendar days from the date f the notice of violation, after which the city may abate the public nuisance in accordance with the provisions of is title; except that if the public official determines that a longer time than thirty (30) days is necessary to mplete the required action, an alternative reasonable, specific time may be set by the public official; (Ord. 37a, 2-4-2013)
6. Statement that abatement procedures, as described in this chapter, may be implemented if civil penalties ach more than one thousand dollars (\$1,000.00) upon issuance of an abatement order or other written ermission to access the site for purposes of abatement from the Pacific County superior court; (Ord. 921, 8-3-015)
7. Statement that the responsible party to whom a notice of violation is directed may request an appeal oceeding by the Long Beach hearing examiner by means of a notice of appeal pursuant to section 14-4-1 of is title. Such notice must be in writing and must be received by the city clerk no later than fourteen (14) alendar days after the notice of violation has been issued;
8. Statement that all actual costs and expenses of abatement incurred by the city may be assessed against e owner of the abated property named in the notice of violation and, further, that failure to pay said costs may sult in a lien against the property; and

9. Identification of the department investigating the case, name of the case manager, and contact formation.

C. Service: The notice of violation must be served pursuant to the procedures described in subsection 14-3-2 of this chapter.

D. Civil Penalty: At the end of the time frame specified in the notice of violation, the property or building will be inspected to see if the condition has been completely abated. If the condition has been completely abated, the se will be closed. If the condition has not been completely abated, civil (monetary) penalties will be assessed, provided in this section, and a notice of civil penalty will be issued to the responsible party and the property /ner.

E. Service: The notice of civil penalty shall be served pursuant to the procedures described in subsection 14-2C of this chapter.

F. Contents: The notice of civil penalty shall contain the following:

1. Address of the site;
2. Specified time frame for correcting the violation or submitting an acceptable work schedule;
3. Statement that civil penalties have been imposed, setting forth the date such monetary penalties began will begin, usually the first day of service;

uisance or hazard condition is corrected;

5. Abatement procedure(s) that may be implemented by the city if civil penalties in excess of one thousand dollars (\$1,000.00) are assessed in trying to correct the condition; and

6. Identification of the department investigating the case, name of the case manager, and contact information.

G. Maximum Monetary Penalty: The maximum monetary (civil) penalty for each separate violation per day or portion thereof shall be as follows:

1. First day of each violation (the first day is the date of service): One hundred dollars (\$100.00);
2. Second day of each violation: Two hundred dollars (\$200.00);
3. Third day of each violation: Three hundred dollars (\$300.00);
4. Fourth day of each violation: Four hundred dollars (\$400.00);
5. Each additional day of each violation beyond four (4) days: Five hundred dollars (\$500.00) per day.

H. Continuance Of Penalties; Certificate Of Complaint: Civil penalties will continue to accumulate until the condition is completely abated, and, if the total assessed penalty exceeds one thousand dollars (\$1,000.00), the public official may decide to initiate an abatement proceeding, as provided in this title. At such time that the assessed civil penalty exceeds one thousand dollars (\$1,000.00), a certificate of complaint may be filed with the Pacific County auditor to be attached to the title of the property. A copy of the certificate of complaint shall be sent to the property owner and, if it is determined that there are other parties of interest, then to those individuals as well.

I. Separate Violations: Each day that a property is not in compliance with the provisions of this chapter may constitute a separate violation of this chapter. (Ord. 887a, 2-4-2013)

TAB - B

Oath of Office

I, Christopher Walkowiak do solemnly swear that I am a citizen of the United States of America and of the State of Washington. That I will support the Constitution and Laws of the United States, of the State of Washington, and the **CITY OF LONG BEACH**. I will to the best of my ability, skill and judgment, faithfully and impartially perform and discharge the duties as **Police Officer** in and for the **CITY OF LONG BEACH**, Pacific County, State of Washington as such duties are prescribed by law.

Dated this 5th day of July 2022

Christopher Walkowiak

ATTEST:

Mayor, Jerry Phillips

Oath of Office

I, Ryan Pervis do solemnly swear that I am a citizen of the United States of America and of the State of Washington. That I will support the Constitution and Laws of the United States, of the State of Washington, and the **CITY OF LONG BEACH**. I will to the best of my ability, skill and judgment, faithfully and impartially perform and discharge the duties as **Police Officer** in and for the **CITY OF LONG BEACH**, Pacific County, State of Washington as such duties are prescribed by law.

Dated this 5th day of July 2022

Ryan Pervis

ATTEST:

Mayor, Jerry Phillips

TAB - C

LONG BEACH CITY COUNCIL MEETING

June 16, 2022

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. Phelps, C. Murry, and C. Reddy all in attendance. C. Coleman attended via zoom.

PUBLIC COMMENT

There were a large number of individuals that commented on short-term rentals and whether to ban fireworks within the city limits of Long Beach.

CONSENT AGENDA

Minutes, June 6, 2022, Regular Meeting

Payment Approval List for Warrant Registers – 60906-60958 & 89636-89702 for \$258,790.25

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

BUSINESS

AB 22-44 – Resolution 2022-09 Vacation Rental Moratorium

Ariel Smith, Community Development Director, presented the agenda bill. There has been a significant increase in requests for vacation rentals, specifically under a conditional use permit. Staff recommends placing a moratorium on any new permits until a code amendment can be drafted for adoption.

C. Reddy made the motion to authorize the Mayor to execute Resolution 2022-09, placing a moratorium on any new vacation rentals. C. Phelps seconded the motion; 5 Ayes, motion passed.

AB 22-45 – Fireworks Discussion

David Glasson, City Administrator, presented the agenda bill. This is the opportunity to discuss fireworks again, after the previous workshop. It is also time to wrap-up any final thoughts and outline the city's direction.

C. Murry made the motion to ban consumer fireworks. C. Reddy seconded the motion; 3 Ayes; 2 Nays (C. Phelps & C. Svendsen), motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Summary of Report and Decision CUP 2022-01
- Summary of Report and Decision CUP 2022-02

ADJOURNMENT

Mayor Phillips adjourned the meeting at 8:15 p.m.

Mayor

City Clerk

LONG BEACH CITY COUNCIL SPECIAL MEETING

June 27, 2022

5:00 CALL TO ORDER

Mayor Phillips called the meeting to order.

ROLL CALL

David Glasson, City Administrator, called roll with Mayor Phillips, C. Svendsen, C. Phelps, C. Murry, C. Reddy, and C. Coleman all in attendance.

PUBLIC COMMENT

There were numerous individuals that commented on whether to ban fireworks within the city limits of Long Beach.

BUSINESS

AB 22-46 – Ordinance 1007- Banning Consumer Fireworks

David Glasson, City Administrator, presented the agenda bill. During the June 16th regular meeting, the council voted to place a ban on all consumer fireworks. This ordinance must be passed for that action to take place.

C. Murry made the motion to approve Ordinance 1007, Banning Consumer Fireworks. C. Reddy seconded the motion; 2 Ayes; 3 Nays, motion denied.

ADJOURNMENT

Mayor Phillips adjourned the meeting at 5.23 p.m.

Mayor

City Clerk



Warrant Register

Check Periods: 2022 - June - 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
60959	Bell, Helen S	6/17/2022	\$363.54
60960	Binion, Jacob M	6/17/2022	\$2,043.83
60961	Booi, Kristopher A	6/17/2022	\$1,824.56
60962	Collins, Benjamin S	6/17/2022	\$719.96
60963	Cox, Mallory E	6/17/2022	\$585.45
60964	Cutting, Griffen G	6/17/2022	\$719.96
60965	Goulter, John R	6/17/2022	\$1,991.35
60966	Huff, Timothy M	6/17/2022	\$1,986.81
60967	Kemmer, Larry L	6/17/2022	\$1,772.07
60968	Luethe, Paul J	6/17/2022	\$1,747.28
60969	McCord, Brendon M	6/17/2022	\$1,155.44
60970	Padgett, Timothy J	6/17/2022	\$1,601.46
60971	Wright, Flint R	6/17/2022	\$3,123.12
60972	AFLAC	6/17/2022	\$437.96
60973	Awc - ST & Life	6/17/2022	\$834.32
60974	City of Long Beach - Fica	6/17/2022	\$13,927.02
60975	City of Long Beach - FWH	6/17/2022	\$10,427.80
60976	Dept of Labor & Industries	6/17/2022	\$2,072.77
60977	Dept of Retirement Systems	6/17/2022	\$14,209.63
60978	Dept of Retirement Systems Def Comp	6/17/2022	\$3,475.30
60979	Employment Security Dept	6/17/2022	\$226.48
60980	Teamsters Local #58	6/17/2022	\$237.00
60981	WEX Health, Inc.	6/17/2022	\$150.00
60982	Association of WA Cities	6/17/2022	\$26,724.09
89703	Phillips, Jerry	6/15/2022	\$236.80
89704	Glasson, David	6/15/2022	\$50.40
89705	All Things Fun Sports!	6/16/2022	\$1,192.04
89706	Prestegard, Ray	6/16/2022	\$200.00
89707	Tangly Cottage Garden	6/16/2022	\$1,412.06

Execution Time: 11 second(s)

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Register

89708	Washington City/County Management Assoc	6/16/2022	\$315.00
89709	Why Racing Events, Inc.	6/16/2022	\$10,000.00
89710	Kemmer, Larry	6/22/2022	\$245.80
89711	Day, David	6/23/2022	\$200.00
89712	Caldwell, Tye	6/27/2022	\$320.00
89713	Coleman, George	6/27/2022	\$897.26
89714	Dennis Company Ace (Westlake Hardware, Inc.) WA-133	6/28/2022	\$1,908.08
89715	Postmaster	6/29/2022	\$572.93
89716	ALS Group USA, Corp.	6/30/2022	\$272.00
89717	Alco-American Linen Div.	6/30/2022	\$119.60
89718	American Society of Safety Professionals-Dues	6/30/2022	\$200.00
89719	Astoria Janitor & Paper Supply	6/30/2022	\$3,440.87
89720	BSK Associates	6/30/2022	\$213.00
89721	Cady, Brian	6/30/2022	\$284.33
89722	Carrot-Top Industries Inc.	6/30/2022	\$1,635.05
89723	Cascade Columbia Distribution CO	6/30/2022	\$2,825.77
89724	Charter Spectrum	6/30/2022	\$4.23
89725	Chemtrac Systems, Inc	6/30/2022	\$927.00
89726	Chinook Observer	6/30/2022	\$1,450.13
89727	Cintas	6/30/2022	\$29.58
89728	City of Long Beach	6/30/2022	\$1,831.88
89729	Clatsop County Lawn & Tractor	6/30/2022	\$180.95
89730	Delfs, Sharla	6/30/2022	\$93.32
89731	Department of Enterprise Services	6/30/2022	\$300.00
89732	Department of Licensing	6/30/2022	\$13.00
89733	Dept of Ecology	6/30/2022	\$66,842.90
89734	Evergreen Septic Inc	6/30/2022	\$490.00
89735	Evergreen Septic Pumping LLC	6/30/2022	\$1,486.38
89736	Fastenal Company	6/30/2022	\$601.07
89737	Giddings, Troy	6/30/2022	\$45.00
89738	Goelz, Doug	6/30/2022	\$1,700.00
89739	Gray & Osborne	6/30/2022	\$2,449.45
89740	Harvey, Amy	6/30/2022	\$78.75
89741	Impressing Ideas Productions	6/30/2022	\$4,900.00
89742	K & L Supply, Inc.	6/30/2022	\$827.72
89743	Kubwater Resources, Inc	6/30/2022	\$2,663.80
89744	Lawson Products, Inc.	6/30/2022	\$346.98
89745	Measure-Tech, Inc.	6/30/2022	\$658.88
89746	Meling, Casey	6/30/2022	\$51.02
89747	Pacific County Auditor	6/30/2022	\$18.00
89748	Peninsula Visitors Bureau	6/30/2022	\$9,166.66
89749	Postmaster	6/30/2022	\$838.99
89750	Powell, Seiler & Co., P.S	6/30/2022	\$10,620.00
89751	Public Utility District 2	6/30/2022	\$13,135.52

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89760
89761
89762
89763
89764
89765

Quill Corporation
S & F Land Services
SagaCity Custom Publishing
Smart Tech Systems
Solutions Yes
Thomas EMS
TireHub
Verizon Wireless
Western Display Fireworks
Wex Bank
Whitney Equipment Co. Inc
Wilcox & Flegel Oil Co.
Wirkkala Construction
Zero Waste USA

6/30/2022	\$202.87
6/30/2022	\$1,381.50
6/30/2022	\$7,537.33
6/30/2022	\$15,165.00
6/30/2022	\$267.05
6/30/2022	\$368.23
6/30/2022	\$1,144.72
6/30/2022	\$1,031.66
6/30/2022	\$10,000.00
6/30/2022	\$3,000.00
6/30/2022	\$5,984.66
6/30/2022	\$2,721.05
6/30/2022	\$1,158.81
6/30/2022	\$889.91
Total	\$291,502.19
Grand Total	\$291,502.19

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 22-47
Meeting Date: July 5, 2022**

AGENDA ITEM INFORMATION

***SUBJECT: TIB Contract
for Crack Sealing***

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

AS

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

Other:

COST: \$108,618 Grant 5%
match

SUMMARY STATEMENT: TIB has awarded the City of Long Beach a \$108,618 grant with 5% local matching funds. Staff identified areas that need crack sealing throughout the city.

RECOMMENDED ACTION: *Authorize the Mayor to enter to an agreement with TIB for crack sealing.*



City of Long Beach
2-W-970(002)-1
Maintenance Crack Seal

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Long Beach
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Maintenance Crack Seal, (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Long Beach, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 94.9998 percent of approved eligible project costs up to the amount of \$108,618, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Transportation Improvement Board

Project Funding Status Form

Agency Name **LONG BEACH**
Project Name: **Maintenance Crack Seal**
TERMINI

TIB Project Number: **2-W-970(002)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
LONG BEACH	5,717	
WSDOT	0	
TOTAL LOCAL FUNDS	5,717	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



Transportation Improvement Board Updated Cost Estimate

Form generated on 30 Jun 2022

Agency **LONG BEACH**
TIB Project No **2-W-970(002)-1**
Project Name **Maintenance Crack Seal**

BID OPENING
Submit form PRIOR to award of contract

Current TIB Commitment
\$ **108,618**

TOTAL COST ESTIMATE AT BID OPENING

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
		0	0	114,335
Phase Total		Phase Total		114,335
		Total Project Cost		114,335

Include a cost breakdown for Construction Other

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost					
Engineering Over 20 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	0	0	0	0	0
Total Eligible Project Cost					114,335

Include a cost breakdown of Other Noneligible costs

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost) 0

Calculated Total TIB funds 108,618

The maximum allowable TIB administrative increase can not exceed \$0

Requested Change 0

Requested Total TIB funds 108,618

Enter explanation for the change in Total Project Cost in the space below

Based on the cost information shown above, the agency requests no TIB fund change at this time

FUNDING PARTNER PARTICIPATION

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	108,618	108,618
LONG BEACH	5,717	5,717
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$114,335	\$114,335
Funding Partner Total is Correct		

**REQUIRED
ATTACHMENTS**

- ▶ Submit BID TABULATIONS with Updated Cost Estimate
- ▶ Submit construction consultant agreement with Updated Cost Estimate
- ▶ Include a cost breakdown of Other Noneligible costs in cell B24
- ▶ Enter justification for COST INCREASE in cell B32

AGENCY OFFICIAL

By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebt the agency.

Printed or Typed Name

Title

Signature & Date

REGISTERED ENGINEER

I certify the bid tabulations are accurate and correct.

Printed or Typed Name

Signature & Date

TAB - E

BEFORE THE HEARING EXAMINER FOR THE CITY OF LONG BEACH

In the Matter of the Application of

FILE NO: CUP 2022-03

Patti & Ellis Brooks, applicant,
and owner

For a Conditional Use Permit to
operate a vacation rental in the R2R
zone, located at 2610 Sea Crest Ave

**FINDINGS OF FACT,
CONCLUSIONS OF
LAW AND DECISION**

DECISION

The Conditional Use Permit Application is **APPROVED**, subject to
conditions.

INTRODUCTION

The CUP application **Patti & Ellis Brooks**, applicant, and owner to allow the use of a vacation rental came before Douglas Goelz, Hearings Examiner, on June 24, 2022, at 1:00 p.m. Mrs. Ariel Smith, Community Development Director, presented the Department of Community Development Staff Report

The Hearing Examiner explained the hearing procedure, after which City staff made an opening presentation concerning the CUP. Testifying under oath were:

Ariel Smith, Community Development Director, CITY
Patti & Ellis Brooks, property owner
Debbie Neff, neighbor
Deborah Hartman, neighbor
Gene Miles, citizen

The following exhibits were offered and admitted:

Exhibit	Description	Submitted By	Date Admitted	Comments
1	Application for CUP	Patti Brooks	05/24/2022	Complete
2	Determination of Completeness	City	05/31/2022	Complete
3	Notice of Application	City	05/31/2022	Complete
3	Staff Report	City	06/21/2022	Complete
4	Notice of Public Meeting	City	06/8 and 06/15	Complete
5	Public Comments	City	06/21/2022	Complete

The hearing adjourned at 1:32 p.m.

From the foregoing, the Examiner makes the following:

FINDINGS OF FACT

1. Applicants, **Patti & Ellis Brooks**, propose an existing residence to be used a vacation rental.
2. The proposed site is in a **R2R – Two-Family Residential Restricted zone**, where vacation rentals are allowed as a conditional use.
3. The applicant proposes to change the existing residence to a vacation rental. The owners would manage the property as they live locally.
4. The existing residential structure and the proposed change of use meets or exceeds all of the **Municipal Code, Chapter 5 Residential Districts, Article D Two-Family Residential Restricted District Code [12-5D-4 STANDARDS]** for this zone.
5. The proposed change of use is consistent with existing uses and not generate additional traffic impact, or place additional demands on the City's' infrastructure or the right of adjacent property owners or the public at large to enjoy their normal and expected peace and wellbeing.
6. The proposed change of use meets or exceeds all the applicable standards set forth in the, Zoning Ordinance, Comprehensive Plan, The Shoreline Master Program and the State Environmental Policy Act.
7. Adequate management of the property is being provided to ensure the proposed use will not be disruptive to the neighborhood.
8. The proposed use is consistent with the existing residential use and will not generate additional traffic impacts or place additional demands on City/private infrastructure.
9. The design of the site and building was previously approved by the City and found to meet the City's design requirements. There is adequate parking on-site to serve the needs of the proposed use of the property as a vacation rental.
10. The property is served by City water and sewer.
11. This Conditional Use Application was **timely submitted**, was received, and met the CITY completeness requirements as required in CITY Ordinance 15.08.070 B. and RCW 36.70.B.070.

12. Any Conclusion of Law deemed to be a Finding of Fact is adopted as such. From these Findings of Fact, the Examiner makes the following.

CONCLUSIONS OF LAW

1. The Hearing Examiner has jurisdiction over the persons and the subject matter of the proceeding.
2. The requirements of the CITY Zoning Ordinance have been met.
3. The standards and guidelines of the CITY Comprehensive Plan have been met.
4. This proposed development is exempt from SEPA review and the Shoreline Master Program does not apply.
5. The applicant has sought the appropriate permit.
6. As conditioned below, the project will be consistent with the criteria for Conditional Use Permit approval.
7. Any finding herein which may be deemed a conclusion is hereby adopted as such.

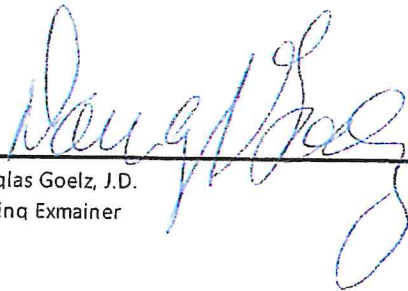
DECISION

The application of **Patti & Ellis Brooks**, applicants, for the change of use of an existing residence to a vacation rental located at 2610 Sea Crest Ave is **APPROVED**, subject to the following conditions:

1. Any further expansion or change of use on the property shall require the approval of the City of Long Beach.
2. The applicant shall obtain a City of Long Beach business license from the State of Washington as required by Title 4, Business and License Regulations, of the Long Beach City Code and pay all applicable taxes as required by Title 3, Finances and Taxation.
3. Occupancy shall be limited to eight (8) people, including children. Guests shall be asked to leave if they do not comply with occupancy limits.
4. Should the property manager not be fully available, the property shall not be rented.
5. Should the owners change their designated agent, they shall notify the CITY in writing in advance of such change.
6. All residents within 100 feet (excluding streets and rights-of-way) shall be provided with management contact information, both for the daytime and nighttime hours.
7. All guest(s) shall be informed to respect the neighbors' rights of quiet enjoyment between 10:00 p.m. and 8:00 a.m., and that guests can and will be asked to leave if they do not comply with occupancy or noise limits.
8. Off-street parking for the vacation rental shall be provided within the existing garage and driveway and all parking needs shall be met on-site. RV parking shall not be permitted on the site. The garage must be left open for parking purposes only.
9. When occupied, as a vacation rental the property shall be monitored daily and any trash or debris removed and/or placed in an appropriate receptacle, provided by the owner. The trash receptacle must be placed on the street the day of pick-up and not prior to.
10. A land line must be installed prior to the property being rented.

11. The conditions of this and any other conditioned City approvals for Case No. CUP 2022-03 are mandatory requirements. Failure to comply with conditions of any City approval may result in the approval being rescinded, and possibly the applicant or subsequent developers or owners being cited and fined under the Long Beach City Code.

Done this ^{20th} day of June 2022

X 
Douglas Goetz, J.D.
Hearing Examiner

NOTICE OF RIGHT TO APPEAL

RIGHT TO APPEAL -TIME LIMIT

Any person aggrieved by the decision of the hearing examiner shall have the right to appeal the decision to Pacific County Superior Court. The appeal shall be in writing and delivered to City Hall within fourteen calendar days of the hearing examiners decision. The appeal must contain a statement identifying the decision being appealed, the name and address of the appellant and the appellants standing, the specific reason(s) why the appellant asserts the decision is in error and the desired outcome or changes to the decision. Upon filing an appeal, the appellant must pay a fee of \$400.00. No new evidence will be accepted by the Court, this is considered a close record appeal. The appeal is limited to the official record.

TRANSCRIPT OF HEARING - PAYMENT OF COST

An appeal of the Hearing Examiner's decision requires the preparation of a transcript of the hearing before the Hearing Examiner. Therefore, a payment of ten dollars (\$10.00) for each hearing tape must accompany the request for appeal. The appeal fee is \$400.00. All costs are payable to the City of Long Beach, Washington.



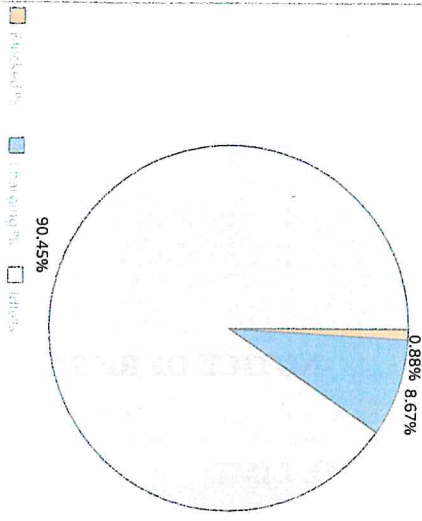
Assure Station Metrics Monthly Reporting

Long Beach - Monthly Report - May 2022

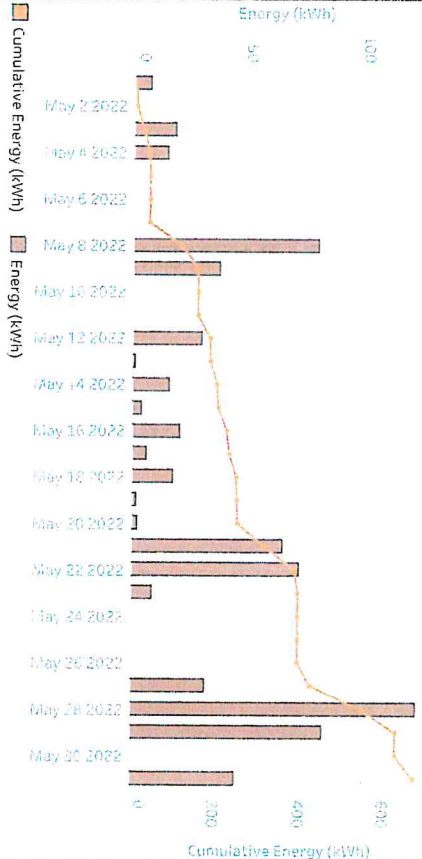
Company Id: 16335
Port Level: All
Organization Name: All
Month End Date: 5/31/2022

Port Count	Station Count	Total Revenue (\$)	Energy (kWh)	GHG Savings (kg)	Gasoline Saved (gal)	Unique Driver	Chargepoint Response SLA	Session Count
2	1	151	672	282	84	23	100.00%	54

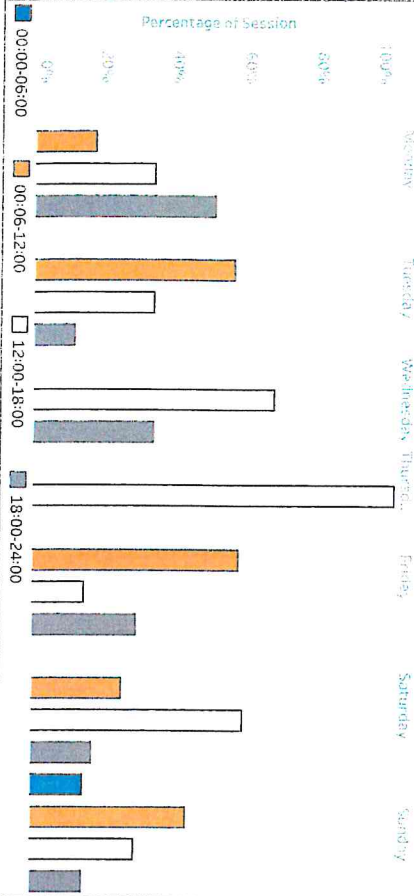
Port Utilization: 24 Hours



Energy Dispersed (kWh) by Day



Session Starts by Time of Day Month



Average Session Duration (Hours)	2.63
Average Session Charge Time (Hours)	2.39
Average Session Energy (kWh)	12.44
Average Session Revenue (\$)	2.80
Occupied Hours	142.1
Charging Hours	129.1
Service Tickets	0.0



Assure Station Metrics Reporting Appendix

Port Utilization Chart: This is a view of station utilization during common business hours.

You can use this information to determine if updates need to be made to pricing / access policies or if stations should be added.

Session Start Distribution Chart: This is a view (by day) of what times drivers start sessions.

You can use this information to fine tune time of day pricing policy rules.

Station / Port Count: In order to be counted, a station must have the "Assure" entitlement applied.

This is the number of stations / ports that currently have the "Assure" entitlement.

Total Revenue: This is the sum of session fees generated by your "Assure" stations minus the ChargePoint service fee (10%).

This is based on session dates (not transaction date which may differ). Your Flex Billing reports should be used for financial reporting.

Energy (kWh): All energy dispensed through your "Assure" stations.

This data point can be useful in reconciling station energy against energy bills.

GHG Savings (kg): All the green house gases (95% CO₂) that would have been released had the miles provided by your stations come from gasoline.

This data point can be useful in sustainability reporting.

Unique Drivers: The number of unique drivers that used your stations this month (a driver would be counted only once even if they used different RFID cards).

An understanding of the number of unique drivers visiting may be useful in creating station messaging / video ads.

Gasoline (Gal) Saved: All the gasoline that would have been burned had the miles provided by your stations come from gasoline.

This data point can be useful in sustainability reporting.

ChargePoint Response SL: Percentage of tickets to which ChargePoint responded within Service Level (1 business day).

ChargePoint holds itself accountable to our Service Level commitment.

Uptime: Percentage of time that your ports were capable of dispensing power.

ChargePoint is committed to keeping your ports dispensing power 98% of the time or better.

Sessions: Total session count.

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

Average Session Duration: Average amount of time drivers occupy your stations.

This data point can be useful in fine tuning length of stay pricing policy rules.

Average Charging Time: Average amount of time per session energy is flowing.

This data point can be useful in fine tuning length of stay pricing policy rules.

Average Session Energy: Average amount of energy dispensed.

This data point can be useful in fine tuning price per kW pricing policy rules.

Average Session Revenue: Average session fee - 10%.

This data point can be useful in fine tuning minimum & maximum values for pricing policy rules.

Total Hours Occupied: Sum of all session durations.

This is used in part to determine utilization.

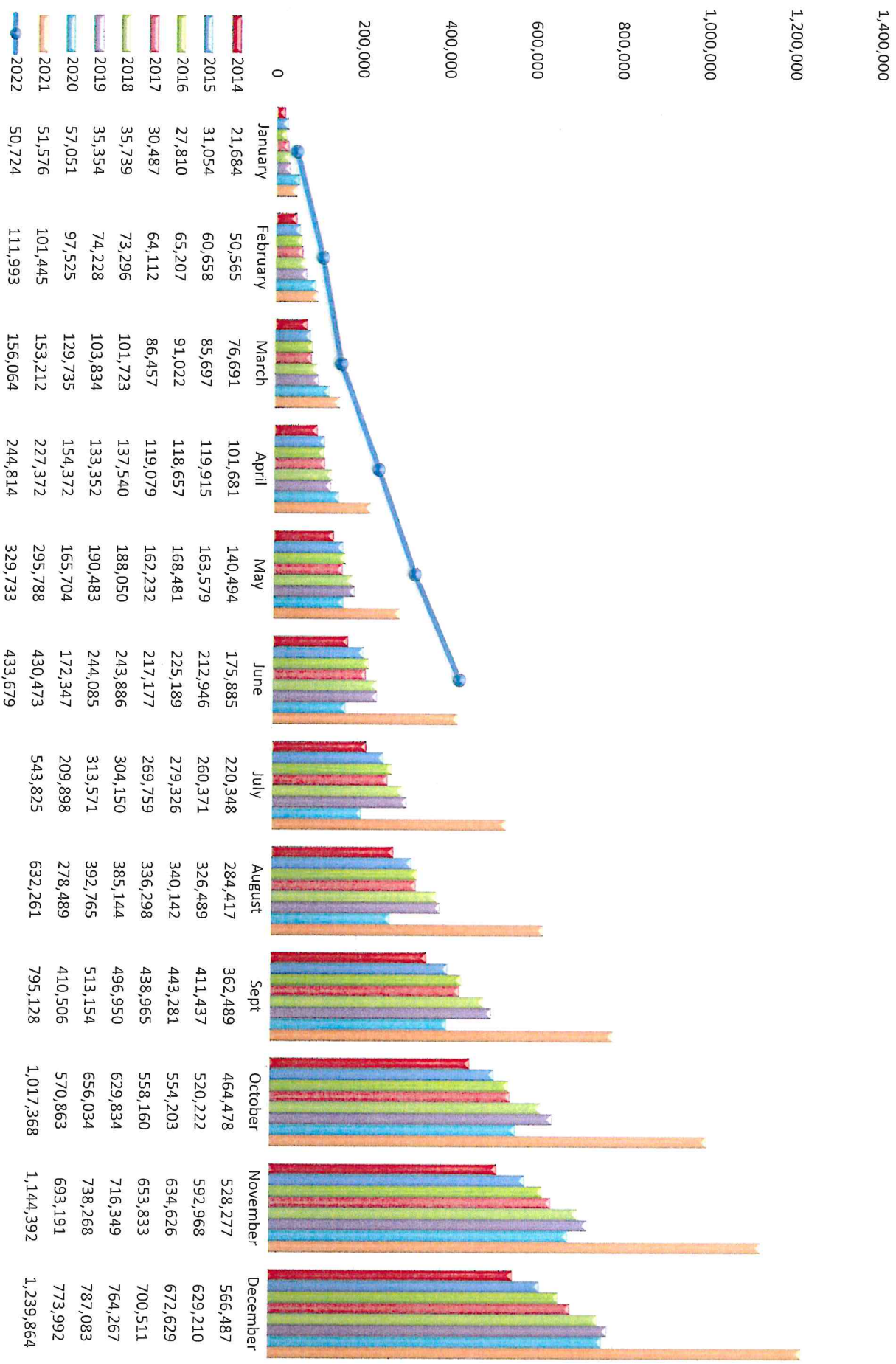
Total Hours Charging: Sum of all session charging durations.

This is used in part to determine utilization.

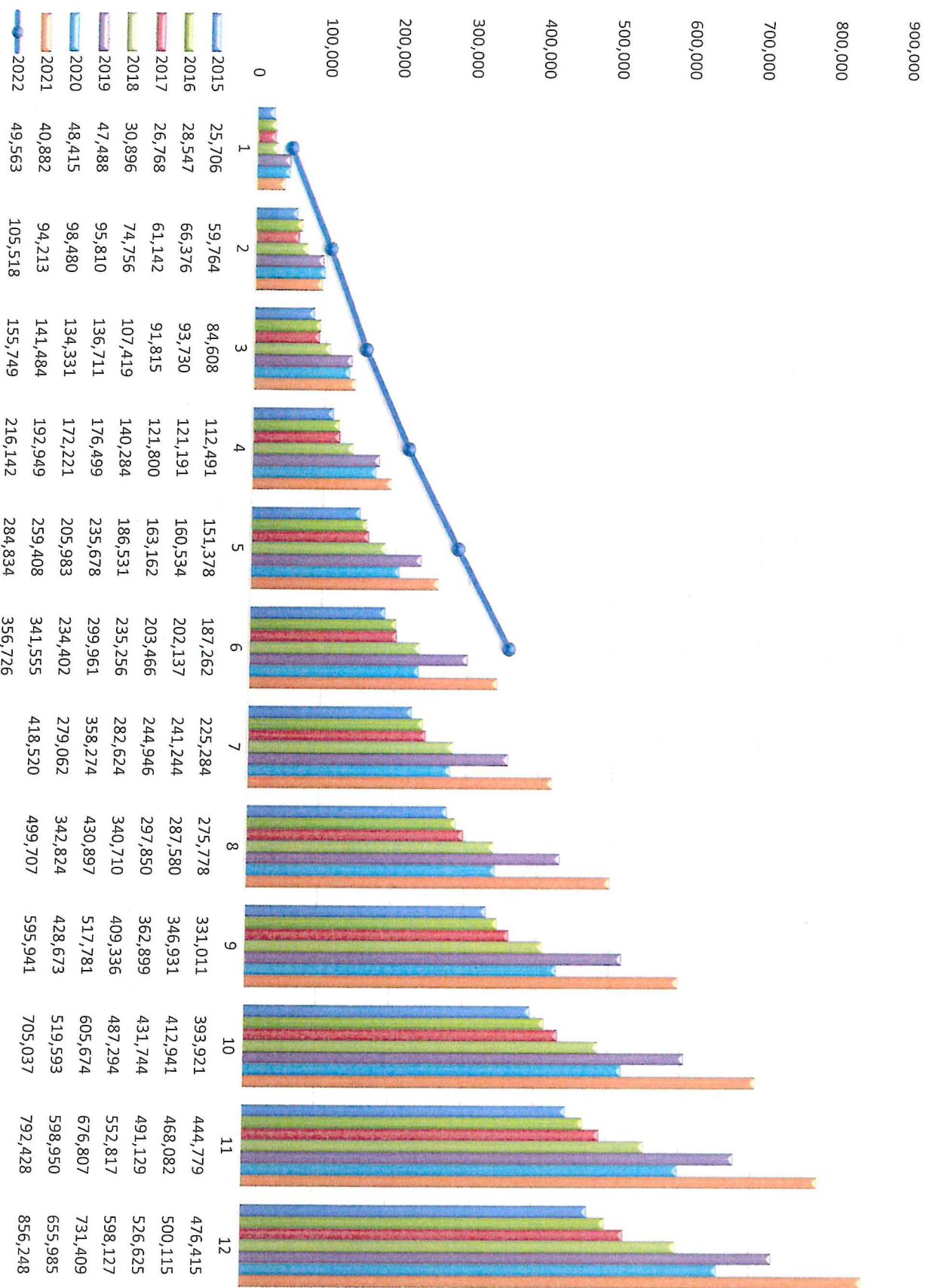
New Service Tickets: Count of trouble tickets tracking issues with a "Assure" station created this month.

This will help in keeping track of station fault issues raised with ChargePoint Support.

Lodging Tax Collections



Sales Tax Collections



Transportation Benefit District Collections - Cumulative

