



AGENDA –Monday, February 6, 2023

6:30 p.m. Workshop

7:00 p.m. City Council Meeting

In-Person and Zoom Webinar

Meeting ID: 829 2381 4826

Password: 123456

6:30 WORKSHOP

WS 23-01

2023 Workshop Calendar – 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

AMERICAN RED CROSS MONTH PROCLAMATION – TAB B

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, January 17, 2023, Regular Meeting
- Payment Approval List for Warrant Registers – 61346-61367 & 90519-90584 for \$212,413.79

- AB 23-05 – Interlocal Agreement for PCEMA– TAB D
- AB 23-06 – Boardwalk Engineering Contract Amendment No. 4 – TAB E
- AB 23-07 – Lift Stations 3 & 4 Upgrades - Engineering Contract – TAB F
- AB 23-08 – Public Works Trust Fund Loan Contract – TAB G

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS

- SMP Final Approval from ECY
- Police Chief's Report for January 2023
- Cartegraph Task Performance Measures

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.
February 21, 2023, March 6, 2023 & March 20, 2023

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 23-01**

Meeting Date: February 6, 2023

AGENDA ITEM INFORMATION		
SUBJECT: 2023 Workshop Calendar	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: N/A		
SUMMARY STATEMENT: Discuss workshop topics and potential dates.		

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.

TAB - B

The City of Long Beach, WA.

Proclamation

In times of crisis, people of Long Beach come together to care for one another. This humanitarian spirit is part of the foundation of our community and is exemplified by American Red Cross Cascades Region volunteers and donors.

In 1881, Clara Barton founded the American Red Cross, turning her steadfast dedication for helping others into a bold mission of preventing and alleviating people's suffering. Today, more than 140 years later, we honor the kindness and generosity of Red Cross volunteers here in Long Beach who continue to carry out Clara's lifesaving legacy. They join the millions of people across the United States who volunteer, give blood, donate financially or learn vital life-preserving skills through the Red Cross.

In the **Cascades Region**, serving SW Washington and Oregon, the contributions of more than **2,500** local Red Cross volunteers give hope to the most vulnerable in their darkest hours. The Red Cross does so by providing more than **600** emergency overnight shelter stays, along with food and comfort for families devastated by nearly **800** local disasters, like home fires. Through the generosity of those donating more than **182,000** units of essential blood for accident and burn victims, heart surgery and organ transplant patients, and those receiving treatment for leukemia, cancer or sickle cell disease. Or by supporting service members and veterans an average of **nine times a day**, along with their families and caregivers through the unique challenges of military life. And by helping to save the lives of others with first aid, CPR and other skills; or delivering international humanitarian aid.

Their work to prevent and alleviate human suffering is vital to strengthening our community's resilience. We dedicate this month of March to all those who continue to advance the noble legacy of American Red Cross founder Clara Barton, who lived by her words, "You must never think of anything except the need, and how to meet it." We ask others to join in this commitment to give back in our community.

Now, therefore, I, Jerry Phillips, Mayor of Long Beach, Washington, do hereby proclaim March 2023, as

RED CROSS MONTH

In Long Beach, Washington and encourage all its citizens to join in this observance.

Signed this 6th day of February 2023

Jerry Phillips

Mayor, Long Beach, Washington

TAB - C

LONG BEACH CITY COUNCIL MEETING

January 17, 2023

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, C. Reddy, and C. Coleman in attendance.

PUBLIC COMMENT

No public comments

CONSENT AGENDA

Minutes, January 3, 2022, Regular Meeting

Payment Approval List for Warrant Registers – 61316-61345 & 90433-90518 for \$569,085.97

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

BUSINESS

AB 23-03 – Pacific County Tourism Bureau Contract

David Glasson, City Administrator, presented the agenda bill. Included with this agenda bill is the agreement with the Pacific County Tourism Bureau for marketing services. The objectives of this agreement are listed explicitly as are the expectations.

C. Coleman made the motion to authorize Mayor Phillips to execute the agreement with corrections made by the city attorney. C. Svendsen seconded the motion; 5 Ayes, motion passed.

AB 23-04 – Shoe Boxes of Joy Request

David Glasson, City Administrator, presented the agenda bill. Shoe Boxes of Joy is requesting that the city council reduce or waive the fees associated with the rental of the Train Depot. The dates that they are requesting are attached in their proposal.

C. Svendsen made the motion to approve the fee waiver for the Shoe Boxes of Joy for the dates (2023) listed in their request. C. Phelps seconded the motion; 5 Ayes, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Police Chief's Report for December 2022

- AWC Audit Committee Selection

ADJOURNMENT

Mayor Phillips adjourned the meeting at 7:11 p.m.

Mayor

City Clerk



Warrant Register

Check Periods: 2023 - January - 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
61346	Bell, Helen S	1/20/2023	\$392.89
61347	Binion, Jacob M	1/20/2023	\$2,427.91
61348	Cutting, Griffen G	1/20/2023	\$1,225.39
61349	Goulter, John R	1/20/2023	\$2,177.22
61350	Huff, Timothy M	1/20/2023	\$2,167.52
61351	Kemmer, Larry L	1/20/2023	\$2,002.82
61352	Luethe, Paul J	1/20/2023	\$2,383.77
61353	McCord, Brendon M	1/20/2023	\$1,222.24
61354	Padgett, Timothy J	1/20/2023	\$2,132.09
61355	Wright, Flint R	1/20/2023	\$3,400.63
61356	AFLAC	1/20/2023	\$437.96
61357	Awc - ST & Life	1/20/2023	\$791.14
61358	City of Long Beach - Fica	1/20/2023	\$15,176.46
61359	City of Long Beach - FWH	1/20/2023	\$11,766.76
61360	Dept of Labor & Industries	1/20/2023	\$2,007.79
61361	Dept of Retirement Systems	1/20/2023	\$15,978.63
61362	Dept of Retirement Systems Def Comp	1/20/2023	\$3,040.00
61363	Employment Security Dept	1/20/2023	\$437.20
61364	Employment Security Dept - Unemployment	1/20/2023	\$199.04
61365	WEX Health, Inc.	1/20/2023	\$150.00
61367	Association of WA Cities	1/20/2023	\$32,175.33
90519	Visa	1/13/2023	\$16.23
90520	Peninsula Visitors Bureau	1/19/2023	\$9,166.66
90521	Zero Waste USA	1/20/2023	\$1,283.93
90522	Washington State Parks	1/23/2023	\$45.00
90523	Pacific Solid Waste Disposal	1/24/2023	\$207.72
90524	CenturyLink	1/31/2023	\$709.24
90525	Postmaster	1/31/2023	\$910.20
90526	U. S. Bank Equipment Finance	1/31/2023	\$646.33

Execution Time: 5 second(s)

Printed by CLB1\HelenB on 2/3/2023 2:24:25 PM

Register

<u>90527</u>	Airgas USA LLC	2/3/2023	\$70.37
<u>90528</u>	ALS Group USA, Corp.	2/3/2023	\$860.00
<u>90529</u>	Alumichem Canada Inc	2/3/2023	\$13,227.12
<u>90530</u>	Arts Auto Parts Inc.	2/3/2023	\$17.85
<u>90531</u>	Bailey's Saw Shop	2/3/2023	\$834.58
<u>90532</u>	Bell, Helen	2/3/2023	\$147.95
<u>90533</u>	Bendiksen & Ball Polygraph	2/3/2023	\$300.00
<u>90534</u>	Brat Wear - Sound Uniform Solutions	2/3/2023	\$501.43
<u>90535</u>	BSK Associates	2/3/2023	\$213.00
<u>90536</u>	Calibre Press	2/3/2023	\$774.00
<u>90537</u>	Cascade Columbia Distribution CO	2/3/2023	\$8,915.23
<u>90538</u>	Ced - Consolidated	2/3/2023	\$5,615.29
<u>90539</u>	Cintas	2/3/2023	\$249.05
<u>90540</u>	City of Long Beach	2/3/2023	\$2,178.41
<u>90541</u>	Clatsop County Lawn & Tractor	2/3/2023	\$67.94
<u>90542</u>	Coastal AG LLC	2/3/2023	\$327.08
<u>90543</u>	Department of Health	2/3/2023	\$3,639.10
<u>90544</u>	Englund Marine Supply	2/3/2023	\$1,030.29
<u>90545</u>	Eradipest LLC	2/3/2023	\$81.23
<u>90546</u>	Evergreen Septic Inc	2/3/2023	\$6,125.00
<u>90547</u>	Fastenal Company	2/3/2023	\$519.84
<u>90548</u>	Flukinger, Ashley	2/3/2023	\$1,700.00
<u>90549</u>	Ford Electric	2/3/2023	\$568.59
<u>90550</u>	Grafix Shoppe	2/3/2023	\$439.30
<u>90551</u>	Gray, Karen	2/3/2023	\$21.99
<u>90552</u>	H. D. FOWLER	2/3/2023	\$1,962.11
<u>90553</u>	HARRINGTON INDUSTRIAL PLASTICS	2/3/2023	\$4,304.33
<u>90554</u>	Hill Auto Body & Towing	2/3/2023	\$810.70
<u>90555</u>	International Institute of Municipal Clerks	2/3/2023	\$310.00
<u>90556</u>	Knutzen, Doug	2/3/2023	\$469.28
<u>90557</u>	Long Beach Merchants	2/3/2023	\$7,500.00
<u>90558</u>	Mallory Safety and Supply LLC	2/3/2023	\$398.15
<u>90559</u>	Master Meter, Inc.	2/3/2023	\$1,300.00
<u>90560</u>	Meling, Casey	2/3/2023	\$441.77
<u>90561</u>	MossyTel	2/3/2023	\$309.37
<u>90562</u>	Municipal Emergency Services	2/3/2023	\$508.11
<u>90563</u>	North Central Laboratories	2/3/2023	\$921.11
<u>90564</u>	Oman & Son Builders	2/3/2023	\$2,878.97
<u>90565</u>	One Call Concepts, Inc.	2/3/2023	\$12.84
<u>90566</u>	Pacific Council of Governments	2/3/2023	\$1,800.00
<u>90567</u>	Pacific Fibre Products, Inc.	2/3/2023	\$2,229.56
<u>90568</u>	Pacific Solid Waste Disposal	2/3/2023	\$30.90
<u>90569</u>	Pocket Press, LLC	2/3/2023	\$159.84
<u>90570</u>	Power Systems West	2/3/2023	\$4,345.56
<u>90571</u>	Public Utility District 2	2/3/2023	\$1,898.71
<u>90572</u>	Quill Corporation	2/3/2023	\$361.84

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SagaCity Custom Publishing
Solutions Yes
STAPLES BUSINESS CREDIT
Symbol Arts
Systems Interface Inc.
Total Battery & Auto
Tritech Forensics
Usa Blue Book
Verizon Wireless
Vision Municipal Solutions
WA Assoc of Sheriffs & Police Chiefs
Wirkkala Construction

2/3/2023	\$7,742.00
2/3/2023	\$324.90
2/3/2023	\$217.13
2/3/2023	\$1,488.59
2/3/2023	\$1,160.00
2/3/2023	\$110.13
2/3/2023	\$498.00
2/3/2023	\$167.78
2/3/2023	\$1,502.39
2/3/2023	\$703.94
2/3/2023	\$120.00
2/3/2023	\$2,323.04
Total	\$212,413.79
Grand Total	\$212,413.79

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 23-05**

Meeting Date: February 6, 2023

AGENDA ITEM INFORMATION

**SUBJECT: PCEMA
Interlocal Agreement**

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

Police Chief

Public Works Director

DG

COST: NA

SUMMARY STATEMENT: This agreement outlines the responsibilities of PCEMA and the director. This amendment mainly restructures the oversight of the director to the commissioners vs. the Sheriff.

RECOMMENDED ACTION: Approve the Interlocal with Pacific County amending the PCEMA functions.

INTERLOCAL AGREEMENT FINAL DECEMBER 28, 2022

THIS AGREEMENT, made and entered into by and between Pacific County, Washington, a municipal corporation of the State of Washington, hereinafter referred to as the "County" and those cities located within Pacific County which are signatory hereto, hereinafter referred to as the "Cities".

WITNESSETH:

WHEREAS, RCW 38.52.070 authorizes and directs each political subdivision of the state to establish a local organization for emergency management services in accordance with the state emergency management plan and program; and

WHEREAS, the County and the Cities have previously recognized that it is in the best interest of the citizens of Pacific County that all of the political subdivisions in the County cooperate and coordinate with each other in establishing a local organization to provide emergency management services; and

WHEREAS, Pacific County adopted Ordinance 101 effective January 1, 1984 creating the Pacific County Emergency Management Agency; and

WHEREAS, the cities of Ilwaco, Long Beach, Raymond, and South Bend subsequently adopted resolutions acknowledging Pacific County Ordinance 101 and approving each city's participation in the Pacific County Emergency Management Agency; and

WHEREAS, it has been brought to the Cities' and County's attention that Pacific County Ordinance 101 has not been updated for many years and is no longer relevant or effective for its intended purpose; and

WHEREAS, the County and Cities agree that this Interlocal Agreement is a more appropriate method to update and continue the existing coordination and cooperation policies for emergency management services;

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

ARTICLE I. PURPOSE

It is the purpose of this agreement to continue to provide for the effective and efficient preparation for the coordination of, and carrying out of all "emergency management" functions as defined in RCW 38.52.010, within Pacific County and its participating cities. It is also the purpose of this agreement to replace and rescind Pacific County Ordinance 101 and any associated city resolutions. It is agreed by all parties that full execution of this agreement effectively rescinds all prior agreements and actions for providing emergency management services within Pacific County and any participating City within its boundaries.

ARTICLE II. ORGANIZATION

The joint local organization for emergency management shall be known as the Pacific County Emergency Management Agency (PCEMA), and shall be administered under the authority of the Pacific County Emergency Management Council ("Council").

The Council shall be comprised of the three Pacific County Commissioners, the Pacific County Sheriff, and the mayor or designee from each participating city. The Chair and Vice-Chair of the Council shall be elected annually by a vote of the members. The majority of voting members of the Council shall constitute a quorum. The Council shall meet at least quarterly, and special meetings may be called by the Chair, Vice-Chair, or a majority of voting members of the Council.

The powers and responsibilities of the Council shall be as defined in RCW 38.52 and shall specifically include the following:

- A. Establish and adopt policy guidelines and program priorities for PCEMA.
- B. Recommend staffing levels, scope of work, operating budget, and distribution of costs to be reviewed and approved by individual signatories to this agreement (Cities and County).
- C. Review, critique, and consider for approval all emergency management planning and policy documents prepared for the Council by PCEMA staff.
- D. Appointment of the Director of the Pacific County Emergency Management Agency and any additional PCEMA staff. PCEMA employees will be deemed to be employees of the of the Pacific County Board of County Commissioners and will be subject to the personnel policies of the county. If applicable, civil service rules and collective bargaining agreements will apply to such individuals.

ARTICLE III. DUTIES OF THE DIRECTOR

The Director of the Pacific County Emergency Management Agency shall be appointed by a majority vote of, and shall serve at the pleasure of the Council. The Director is hereby empowered and directed to:

- A. Prepare and present emergency management plans and policies in compliance with State and Federal requirements for Council consideration.
- B. Control and direct the efforts of PCEMA to accomplish the most effective and efficient delivery of emergency management services to the public.
- C. Direct coordination and cooperation among all emergency response and public and/or private agencies to provide effective emergency management services.

- D. Represent PCEMA in all dealings with the public and public/private agencies pertaining to emergency management services.
- E. Review and evaluate emergency management policies and procedures and make appropriate recommendations to the Council.
- F. With approval of a budget committee appointed by the Chair of the Council, prepare and present the annual PCEMA budget for consideration of the Council.
- G. Supervise the daily operation of PCEMA within the approved budget and maintain adequate records of all activities for the submission to the Council upon request.
- H. In the event of a disaster as defined in RCW 38.52.010, the Director is further empowered and directed to:
 - 1. Make and issue rules and regulations within the Council's legal authority, on matters reasonably related to the protection of life and property as affected by such disaster; provided that such decisions are confirmed by the Council at the earliest practicable time.
 - 2. Obtain necessary supplies, equipment, and any such other property as required for the protection of life and property; binding the Council for the fair market value of said goods, and if required, immediately commandeer the same for public use.
 - 3. Within the Council's legal authority, require emergency management services of any officer or employee, and in the event of a proclamation by the Governor of the existence of a disaster, to command the aid of as many citizens of the community as necessary in the execution of legal duties; such persons shall be entitled to all privileges, benefits, and immunities as provided for in State law for registered emergency workers.
- I. The Assistant Director of PCEMA is authorized to fulfill the duties listed above in the absence or unavailability of the Director.

ARTICLE IV. FUNDING AND FINANCE ADMINISTRATION

All revenues for the Pacific County Emergency Management Agency shall be deposited into Pacific County Emergency Management Fund #102 administered by the Pacific County Treasurer. All proper claims for PCEMA shall be paid from this fund as recommended by the Council and as allowed by the Pacific County Commissioners in accordance with RCW 36.22.050 and any other applicable statutes.

Revenue to support the annual budget for PCEMA shall be derived from State and Federal support payments, grant revenue, private and/or public donations, and member support payments from the County and participating cities. The member support payments shall constitute the "local share" of each annual budget and this contribution shall be shared by the

signatories to this agreement based on a combined ratio of population and assessed valuation, the specific details of which are shown in Exhibit "A" attached hereto. Nonpayment of member support payments is grounds for revocation of membership and such revocation shall be subject to approval of the Council.

The annual budget for PCEMA shall be prepared by the Director, subject to approval by the Council and adoption by the Pacific County Commissioners.

ARTICLE V. PROPERTY AND EQUIPMENT

- A. PCEMA shall maintain the custody and control of all property and equipment acquired by or loaned to the Agency.
- B. The ownership of all property, equipment, and monies owned by the signatory parties prior to the execution of this Agreement shall remain the property of said parties notwithstanding its use by PCEMA subsequent to the execution of this Agreement.
- C. The ownership of property or equipment loaned or contributed for use by PCEMA by any party hereto, shall remain with the loaning or contributing party.
- D. In the event that any party withdraws from this Agreement prior to its termination as provided herein, any property or equipment loaned or contributed by such party shall be returned to such party within 90 days following the date of the party's withdrawal.
- E. In the event this Agreement is terminated, any property purchased by PCEMA shall be legally disposed of and the proceeds shall be shared by the parties to the Agreement in proportion to the financial contribution of each party in the year of acquisition of such properties, equipment, or monies.

ARTICLE VI. DURATION

This Agreement will become effective upon the full execution by all parties and will remain in effect until terminated as allowed herein.

ARTICLE VII. WITHDRAWAL

Any party to this Agreement may withdraw from participation effective December 31 of any year during the term thereof, provided such notice to withdraw is provided in writing 90 days prior to December 31. The withdrawal of any party shall not require dissolution of this Agreement and no compensation shall be owed to any withdrawing party.

ARTICLE VIII. TERMINATION

This Agreement may be terminated effective December 31 of any year during the term of this Agreement in the event the majority of the signatory parties exercise their right to withdraw from this Agreement as set forth in Section VII.

ARTICLE IX. AMENDMENTS

This Agreement may be amended upon the mutual agreement of all parties hereto. Amendments must be in writing and signed by all parties.

ARTICLE X. INDEMNITY

Each party to this Agreement shall be responsible for its own wrongful and negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and shall indemnify, defend, and hold other parties harmless from any such liability.

ARTICLE XI. SEVERABILITY

If any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision hereof is determined to be in conflict with any statute of the State of Washington, said provision shall be deemed modified to conform to such statutory provision.

ARTICLE XII. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded.

EXHIBIT “A”

Pacific County Emergency Management Agency (PCEMA) Funding Formula

SECTION 1 - PURPOSE

The purpose of this document is to establish a “funding formula” to determine each member’s fair and equitable contribution to support the yearly operational budget of PCEMA. This formula is intended to be used and applied in conjunction with the PCEMA Interlocal Agreement. Any amendments or adjustments to this formula must be in accordance with the terms and conditions of the PCEMA Interlocal Agreement.

SECTION 2 - FUNDING

The funding sources for PCEMA are outlined in Article IV of the PCEMA Interlocal Agreement. Any balance of required revenue, after all other revenue sources are exhausted will hereby be called the “Member Budget” and will be funded according to the terms and conditions of this document.

A. Member Budget

The Member Budget will be established through the following procedure:

1. Determine the total PCEMA budget (Article II)
2. Deduct all non-member revenue including but not limited to:
 - a. Revenue from contracts
 - b. Grants
 - c. Donations
 - d. Service fees
3. The balance resulting from Steps 1-3 above is the “Member Budget” and is subject to the following “Funding Formula”:

B. Funding Formula

Once the "Member Budget" amount is determined as previously described, the resulting amount is prorated among the member using weighted averages of Office of Fiscal Management (OFM) population estimates and property assessed valuations as determined by the County Assessor for each entity on file, and averaged over the course of the four previous budget years. These figures as they would affect the 2008 budget year are as follows:

ENTITY	Population*	% Of Total	Last 4yr Av AV	% Of Total	Combined Percent	2008 Contribution	2007 Actual
Pacific County*	14,325	66.32%	\$1,265,623,602	74.33%	70.33%	\$41,557	\$34,748
Ilwaco	1,040	4.81%	\$74,877,739	4.40%	4.61%	\$2,722	\$2,089
Long Beach	1,460	6.76%	\$180,721,978	10.61%	8.69%	\$5,133	\$4,089
Raymond	3,005	13.91%	\$117,874,061	6.92%	10.42%	\$6,156	\$5,156
South Bend	1,770	8.19%	\$63,565,376	3.73%	5.96%	\$3,524	\$3,025
TOTALS:	21,600	100.00%	\$1,702,662,756	100.00%	100.00%	\$59,092	\$49,107

APPROVED THIS ____ DAY OF _____, 2022

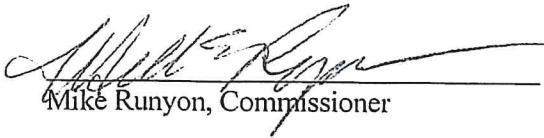
BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON



Lisa Olsen, Chair



Frank Wolfe, Commissioner



Mike Runyon, Commissioner

ATTEST:

Amanda Bennett
Clerk of the Board

APPROVED THIS ____ DAY OF _____, 2022

PACIFIC COUNTY SHERIFF

ATTEST:

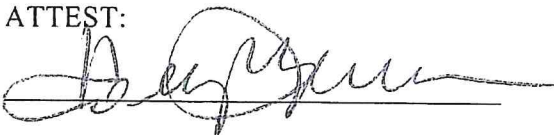
Clerk of the Board

APPROVED THIS 28 DAY OF December, 2022



CITY OF ILWACO, MAYOR

ATTEST:



City of Ilwaco ~~Clerk~~ City Administrator

APPROVED THIS _____ DAY OF _____, 2022

CITY OF LONG BEACH, MAYOR

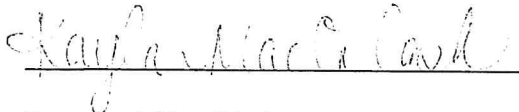
ATTEST:

Long Beach City Clerk

APPROVED THIS 28th DAY OF December, 2022

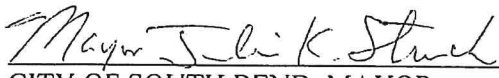

CITY OF RAYMOND, MAYOR

ATTEST:



Raymond City Clerk

APPROVED THIS 28th DAY OF December, 2022


CITY OF SOUTH BEND, MAYOR

ATTEST:



South Bend City Clerk

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 23-06**

Meeting Date: February 6, 2023

AGENDA ITEM INFORMATION

SUBJECT: Gray and Osborne Engineer Services Contract Amendment #4	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: \$6,208	Other:	
SUMMARY STATEMENT: Since the city was awarded the EDA grant, there has been an increased amount of engineering that has been needed. Research and surveying done in relation to the legal review done by the feds and responses to RFI's.		
RECOMMENDED ACTION: Authorize Mayor Phillips to sign		

**AMENDMENT NO. 4
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
G&O JOB NO. 21448**

THIS AMENDMENT, by and between the City of Long Beach, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) February 2, 2021, for additional services related to the Boardwalk Decking Replacement.

See attached Exhibit A and Exhibit B for scope and fee. For a not-to-exceed cost of \$6,208.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF LONG BEACH

By: 
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: 1/18/23

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A
SCOPE OF WORK
CITY OF LONG BEACH
BOARDWALK DECKING REPLACEMENT AND REPAIRS
AMENDMENT 4

The City has received funding from the U.S. Department of Commerce Economic Development Administration (EDA) for the Boardwalk Decking Replacement and Repairs project. EDA has included Specific Award Conditions in the funding package which require additional engineering services. The additional work will be to prepare documentation to show evidence of good title in support of the Supplemental Award Conditions Site Certificate (Site Certificate).

The services to be provided include office engineering to research survey recordings in the vicinity of the Boardwalk, preparation of figures, and supporting documentation for the Site Certificate.

PROPOSED SCOPE OF WORK

The following elements are included in the scope of work:

Task 1 – Project Administration and Project Management

Provide overall project management to include resource allocation management and coordination with the City.

Task 2 – Office Engineering

Office Engineering includes research of recorded survey documents in the project vicinity to find the established Right-of-Way and property corners in the vicinity.

This task also includes creation of a figure to be used as an exhibit to the Site Certificate showing the boardwalk in relation to the City's easements. In addition, the Site Certificate and supporting information will be prepared under this task.

The attached Exhibit B provides a detailed breakdown of the hours and rates for the proposal. The not-to-exceed cost for the proposed work is \$6,208 without further authorization from the City.

Note the costs do not include work to procure or negotiate easements.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Long Beach - Boardwalk Deck Replacement - Amendment 4

Tasks	Project Manager Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours
1 Project Administration and Project Management	2		
2 Office Engineering	2	10	22
Hour Estimate:	4	10	22
Fully Burdened Billing Rate Range:*	\$140 to \$235	\$60 to \$165	\$125 to \$190
Estimated Fully Burdened Billing Rate:*	\$172	\$145	\$185
Fully Burdened Labor Cost:	\$688	\$1,450	\$4,070

Total Fully Burdened Labor Cost: \$ 6,208

TOTAL ESTIMATED COST: \$ 6,208

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

TAB — F



**CITY COUNCIL
AGENDA BILL
AB 23-07**

Meeting Date: February 6, 2023

AGENDA ITEM INFORMATION

SUBJECT: Gray and Osborne Engineer Services for Lift Station Upgrades	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: \$285,700	Water/Wastewater Supervisor	
	Other:	
SUMMARY STATEMENT: The city was awarded CDBG to replace lift stations 3 and 4, those upgrades require some engineering and redesign. This contract amendment to the on-call services is to complete that work. This expense has been figured into the original grant.		
RECOMMENDED ACTION: Authorize Mayor Phillips to sign		

**AMENDMENT NO. 5
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
G&O JOB NO. 21595.00**

THIS AMENDMENT, entered into this 2 day of February 2023, by and between the City of Long Beach, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) September 7, 2021, for additional services related to the On-Call Engineering Services.

Lift Station 3 and 4 Upgrades Design and Construction Management Services. See attached Exhibits A and B for scope and fee. For a not-to-exceed cost of \$285,700.00.

The attached Required Federal Standard Provisions in Attachment 1-F(1) are appended to this Contract in accordance with Community Development Block Grant requirements.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF LONG BEACH

By: 
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: 2/2/23

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF WORK

CITY OF LONG BEACH LIFT STATION 3 AND 4 UPGRADES DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

This Scope of Work includes the engineering, project management, and construction administration assistance necessary, to upgrade Lift Stations 3 and 4. The mechanical components of the Pump Station are in deteriorated condition, have reached the end of their useful service life, and must be replaced to maintain system reliability.

The Pump Station Upgrades will be designed to have adequate capacity for the 20-year projected future flows. The wet well will be rehabilitated and reused, and equipped with new high efficiency, removable, submersible sewage pumps. The existing control panels were recently replaced and will be reused in the Upgraded Pump Station Design.

PROJECT APPROACH

We understand that the upgrades for both Lift Stations will include the following elements.

- Replacement of existing pumps with new, high-efficiency, submersible, sewage pumps.
- Rehabilitation of the existing wet well.
- Incorporation of the existing electrical and control panels into the upgraded design.
- Lighting and security.
- New concrete wet well lid with hatches.
- New ductile iron piping and fittings between the pump discharge and through the wet well, to the discharge manhole. Piping will be painted inside the wet well. (Since the receiving manhole is located in extremely close proximity to the wet well, there will be no valve vault.)

The improvements will need to be constructed utilizing the existing gravity bypass to maintain service to the collection system during construction.

This project will be funded by a Community Development Block Grant and will be publicly bid and subject to state and federal prevailing wage requirements.

PROPOSED SCOPE OF WORK

The following elements are included in the Scope of Work.

DESIGN SERVICES

Task 1 – Project Administration

- A. Project administration services will include coordination with the City. Project administration services also include administrative services such as processing invoices.

Task 2 – Survey

- A. Survey includes research of recorded surveys in the Project vicinity to find the established Right-of-Way and property corners in the vicinity.
- B. The field survey will consist of a two-person crew performing the onsite work. The crew will find monuments and collect topographical and surface feature points.
- C. The survey point data collected in the field by the survey crew will be processed in CAD for use in the Design Drawings.

Task 3 – Predesign

- A. During the predesign process, the following elements will be addressed: Preliminary site layout and pump selection for the Station. The Milestone Deliverable will include 30 Percent Design Drawings and a Technical Memorandum documenting the Design decisions.

Deliverable

- 1. Provide Predesign Technical Memorandum, 30 Percent Design Drawings, and Construction Cost Estimate for City review.

Task 4 – Engineering Design

Site Civil Design

Site Civil Design for the Project will include the following elements for the Pump Station.

- Development of a Site Base Map, based on site survey.
- Design of the Overall Site Plan, including full site footprint.
- Development of the Grading and Drainage Plans.

- Site Demolition Plan.
- Erosion Control Plan.
- Restoration Plans.
- Landscaping (if required).

Structural Design

Structural Design for the Project will include the following elements for the Pump Station.

- Wet well Lid Design.
- Buoyancy calculations for utility structures.
- Panel Support Design.

Mechanical Design

Mechanical Design will include the following elements.

- Demolition of the existing pumps and existing wet well piping.
- Rehabilitation of existing wet well.
- Wet well Plan and section, including Piping Design.
- Mechanical Design of a Two-Pump Submersible Station with rail system, using Flygt Concertor pumps.

Electrical Design

Electrical design will include the following elements for the Lift Station.

- Electrical Site Drawings.
- Connection of new instrumentation to existing panels.
- Incorporation of existing panels into new Design.
- Area lighting.
- Coordination with the City's integrator.

Cost Estimates

Gray & Osborne will provide detailed Cost Estimates at the Predesign and 90 Percent Design levels, and a Final Cost Estimate prior to bid, to ensure City staff and other Stakeholders are appraised of the Project budget as Design decisions are made.

Contract Documents

Gray & Osborne will be responsible for preparation of the Contract documents, including the Plans and Technical Specifications for the Project. We will use the CSI Specification format (Divisions 1 through 16) for the Project, and Gray & Osborne standard General Conditions and bid documents. Draft Plans and Specifications will be available for City staff to review at the 90 Percent Level.

Task 4a – Engineering Design 90 Percent Submittal

Deliverable

1. Provide electronic copies of Draft 90 Percent Design Levels Plans and Specifications.

Task 4b – Engineering Design Final Submittal

Deliverable

1. Provide two hard copies and an electronic copy (pdf) of the Final (100 Percent) Plans and Specifications.

Task 5 – Environmental and Cultural Resources Review

- A. Once the Predesign Report is complete and the key Design elements have been determined, Gray & Osborne will prepare and submit required Permits, cultural, historic, and Environmental Review documents for the Project. Anticipated Permits, cultural, historic, and Environmental Review documents for the Project include the following.
 - ROW Permit.
 - Phase 1 Reconnaissance Archaeological Survey.
 - SEPA Checklist.
 - NEPA Environmental Review.
 - Biological Assessment.
 - Section 106 Historic Materials.

- Permit fees are not included and are the responsibility of the City.

Deliverable

1. Submit appropriate Permits for approval, with as many as seven copies required for the submittals. The Archaeological Survey results will be provided in a Cultural Assessment Report, including an Assessment of the Project effects on cultural resources.

Task 6 – Quality Assurance/Quality Control

- A. Oversee three, in-house, quality assurance/quality control (QA/QC) meetings at Gray & Osborne’s office in-person, or by remote connection during the course of the Design Project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired). Meetings are to take place at the following levels.
 - Kickoff.
 - Predesign.
 - 90 Percent Design.
- B. Ensure incorporation of relevant recommendations and suggestions into the bid/construction documents resulting from QA/QC Reviews.

The attached Exhibit B-1 provides a detailed breakdown of the hours and rates for the Design services portion of the Proposal. The not-to-exceed cost for the Design of the project is \$166,950 without further authorization from the City.

Assumptions

- No Geotechnical Investigations will be performed for this Project.

CONSTRUCTION ADMINISTRATION SERVICES

Construction administration services will include the following.

Task 1 – Bid and Award Services

- A. Bid and award services will be provided including answering questions of Contractors, issuance of any Contract Addenda, a Review of Bids, a Review of References, Bidder responsibility criteria, and a Recommendation to Award the Construction Contract.

Task 2 – Submittal and RFI Review

- A. Review and respond to material, product, and Plan submittals. Review and respond to RFIs from the Contractor. Return documentation to the City and the Contractor.

Task 3 – Construction Meetings and Part-Time Inspection

- A. Attend construction meetings onsite, and visit the construction site. 12-trips total, are assumed for this Task.

Task 4 – Office Support

- A. This Task includes the preparation of Progress Pay Estimates, review of Contractor's intents to pay prevailing wages, and preparation of reimbursement requests.

Task 5 – Prevailing Wage Monitoring

- A. This Task includes the tracking and review of the Contractor's certified payrolls, to verify prevailing wage requirements are being met in accordance with CDBG Monitoring Requirements.

Task 6 – Record Drawings

- A. Prepare As-Built Record Drawings following completion of construction.
- B. In order to reduce Project costs, a full-time Field Inspector will not be provided for this Project. Instead, the part-time Field Inspection will be performed by the Project Engineer, or a part-time Field Inspector. The Engineer, or part-time Field Inspector will visit up to 12 times during periods of significant activity by the Contractor and for construction meetings (assumes 12 construction meetings).
- C. The Project Engineer will provide remote monitoring of the Project by working with the City's personnel who would be tasked with regularly visiting the Project site, taking photographs, sending them to the Engineer, and then reviewing the photos and the Contractor's progress with the Engineer. City personnel will also be tasked with conducting wage interviews to meet funding agency monitoring requirements. In addition, the Engineer will review the Contractor's weekly progress schedule and actual progress with the Contractor's Project Superintendent, at a minimum of once each week in conjunction with the information gathered with the City's personnel.

- D. The Project Engineer's and Inspector's Tasks during visits to the site include observing the Contractor's work to check for compliance with the Plans and Specifications, preparing reports to document project progress, track Contract unit quantities, documenting progress for monthly progress payments, coordination with City staff, and participation in resolution of construction issues.
- E. The attached Exhibit B-2 provides a detailed breakdown of the hours and rates for the Construction Administration Services portion of the Proposal. The not-to-exceed cost for the construction management of the Project is \$118,750, without further authorization from the City.

EXHIBIT B-1

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Long Beach - Pump Station 3 and 4 Upgrades Design Services

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	Environmental Technician/ Specialist Hours	AutoCAD/ Technician/ Engineer Intern Hours	Professional Land Surveyor Hours	Field Survey (Two Person) Hours
1 Project Administration	16	38							
2 Survey	2	4	8					25	32
3 Predesign	2	4	20	8	8		16		
4 Engineering Design									
A. 90% Design Submittal	4	24	140	16	90		105		
B. Final Design Submittal	4	10	100	8	60		40		
5 Environmental and Cultural Resources Review	2	10				40	8		
6 QA/QC	8	20	20	16	16		8		
Hour Estimate:	38	110	288	48	174	40	177	25	32
Fully Burdened Billing Rate Range: *	\$150 to \$235	\$140 to \$235	\$125 to \$175	\$115 to \$210	\$120 to \$215	\$93 to \$165	\$60 to \$165	\$125 to \$190	\$180 to \$290
Estimated Fully Burdened Billing Rate: *	\$210	\$175	\$170	\$155	\$190	\$155	\$125	\$185	\$250
Fully Burdened Labor Cost:	\$7,980	\$19,250	\$48,960	\$7,440	\$33,060	\$6,200	\$22,125	\$4,625	\$8,000

Total Fully Burdened Labor Cost: \$ 157,640

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate)

Printing

Subconsultant:

Antiquity Consulting

Subconsultant Overhead (10%)

TOTAL ESTIMATED COST:

\$ 166,950

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT B-2

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Long Beach - Pump Station 3 and 4 Upgrades Construction Administration Services

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	Engineer-In- Training Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours
1 Bid and Award Services	2	16	35				
2 Submittal and RFI Services	2	12	42	8	25		
3 Construction Meetings and Part-Time Inspection		12	132				
4 Office Support	2	40	150	8	40		
5 Prevailing Wage Monitoring			16			120	
6 Record Drawings			16		8		40
Hour Estimate:	6	80	391	16	73	120	40
Fully Burdened Billing Rate Rate:*	\$150 to \$235	\$140 to \$235	\$125 to \$175	\$115 to \$210	\$120 to \$215	\$100 to \$170	\$60 to \$165
Estimated Fully Burdened Billing Rate:*	\$210	\$175	\$170	\$155	\$190	\$112	\$125
Fully Burdened Labor Cost:	\$1,260	\$14,000	\$66,470	\$2,480	\$13,870	\$13,440	\$5,000

Total Fully Burdened Labor Cost: \$ 116,520

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate)
Printing

\$ 1,900
\$ 330

TOTAL ESTIMATED COST: \$ 118,750

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

TAB — G



**CITY COUNCIL
AGENDA BILL
AB 23-08**

Meeting Date: February 6, 2023

AGENDA ITEM INFORMATION		
SUBJECT: Public Works Trust Fund Loan Contract	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: \$1,800,000 with 1.1% INT	Water/Wastewater Supervisor	
	Other:	
SUMMARY STATEMENT: The city was awarded a low-interest loan to replace the water line from Pioneer to 26 th on Ocean Beach Blvd and from 51 st to 42 nd on K Place. This project will also include some road improvements to that segment of Ocean Beach Blvd.		
RECOMMENDED ACTION: Authorize Mayor Phillips to sign		

CONTRACT FACE SHEET

Contract Number: PC23-96103-122

PUBLIC WORKS BOARD CONSTRUCTION LOAN CONTRACT

1. Contractor City of Long Beach 115 Bolstad Ave W Long Beach, WA 98631		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$1,800,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2043
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID #	11. SWV # SWV0018431	12. UBI #	13. DUNS #
14. Contract Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Kathryn A. Gardow, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ Date: Dawn C. Cortez Assistant Attorney General	

DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Long Beach
Loan Number: PC23-96103-122

PROJECT INFORMATION

Project Title: Ocean Beach Boulevard Water Line Improvements
Project City: Long Beach
Project State: Washington
Project Zip Code: 98631

LOAN INFORMATION

Loan Amount: \$1,800,000.00
Total Estimated Cost: \$1,800,000.00
Total Estimated Project Funding: \$1,800,000.00
Loan Forgiveness % (if applicable): %
Loan Term: 20
Interest Rate: 1.11%
Payment Month: June 1st
Loan Reimbursement Start Date: November 5, 2022
Time of Performance: 60 months from Execution Date of this Contract to Project Completion.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a general obligation of the LOCAL GOVERNMENT

SCOPE OF WORK

Replacement of failing pipe. The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents and construction. The project needs to meet all applicable Local, State, and/or Federal standards.

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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

Part 1. SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Loan Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the Contract in **THIS STYLE** for easier identification.

1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the BOARD has awarded the Contractor a Public Works Board construction loan for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit.

Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Contract performed by sub-contractors and the portion of the Contract funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**.

Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Board loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 21-02, or, as an alternative to completion of Governor's Executive Order 21-02, Contractor shall complete Section 106 of the National Historic Preservation Act, as applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to indemnify, defend and hold harmless the BOARD and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Contractor shall immediately stop work and notify the local historical preservation officer and the state's historic preservation officer at DAHP. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to the declared **SCOPE OF WORK**.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44.040 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the **SCOPE OF WORK**, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Contract execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Contract execution, the Contractor may choose one of the two following incentives upon project completion:

Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:

Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Contract execution, the Contractor may choose one of the following two incentives upon project completion:

Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;

Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate Loan Forgiveness and Term of Loan

The BOARD shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as LOAN FORGIVENESS %. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

The right of recapture under Section 2.31. Recapture shall exist for a period not to exceed six (6) years following Contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal; referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD not more often than monthly.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total grant amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared LOAN AMOUNT. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Board monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Board by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

Loan repayment installments are due on the day and month identified under the term: PAYMENT MONTH on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified PAYMENT MONTH date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared INTEREST RATE per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the CONTRACT END DATE shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Contract execution. Interest accrues for the sixty (60) months after Contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared PAYMENT MONTH date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project Status Reports with each Invoice Voucher;
- B. Project Quarterly Reports (if no funds have been reimbursed in the quarter) and/or Quarterly Expenditures Report;
- C. Quarterly Projection Invoice Reports;
- D. Certified Project Completion Report at project completion (as described in Section 1.13);
- E. Pictures of various stages of the project, and
- F. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause.

1.21 Termination for Convenience

The BOARD may terminate this Contract in the event that state funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

1.22 Time of Performance

No later than sixty (60) months after the date of Contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

THE BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.24 Special Conditions

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as LOAN SECURITY.

Part 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- D. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.4 AMENDMENTS

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

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.09 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.11 CONFORMANCE

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

2.12 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the PUBLIC WORKS BOARD including but not limited to formulating or drafting the legislation, participating in loan procurement planning and execution, awarding loans, and monitoring loans, during the 24 month period preceding the start date of this Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Loan.

In the event this contract is terminated as provided above, BOARD shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 GOVERNING LAW AND VENUE

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

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

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

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

2.22 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.24 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.26 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington's or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board.

2.31 RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this contract.

2.32 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract 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 Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.36 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.37 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal

conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.38 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE

In the event BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.41 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.42 TERMINATION PROCEDURES

Upon termination of this contract, BOARD, in addition to any other rights provided in this contract.

The rights and remedies of BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by BOARD shall remain in BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.44 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

City of Long Beach
PC23-96103-122

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the **City of Long Beach** (the Contractor); and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Board financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Signature of Attorney

Date

Name

TAB — H



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

January 31, 2023

The Honorable Jerry Phillips
City of Long Beach
PO Box 310
Long Beach, WA 98631

RE: Final Ecology Approval of the City of Long Beach Shoreline Master Program Periodic Review Amendment

Dear Mayor Phillips:

The Department of Ecology is pleased to announce final approval of the City of Long Beach Shoreline Master Program (SMP) periodic review amendment. Ecology finds the City's amendment is consistent with the policy and procedural requirements of the Shoreline Management Act of 1971 (SMA) and its implementing rules.

Ecology approves the City's SMP periodic review amendment as submitted.

The enclosed Attachment A, Findings and Conclusions document provides more information about our decision. This is Ecology's final action and there will be no further modifications to the proposal.

The amendment adopted by this action concludes the City's periodic review under RCW 90.58.080(4). Ecology's approval affirms the amendment is consistent with the applicable provisions of the SMA and its implementing rules, including periodic review requirements of WAC 173-26-090.

The amended SMP is effective 14 days from the date of this letter. This time period was established by the state legislature and is intended to provide lead time for the City to prepare to implement the amended SMP.

Ecology is required to publish a newspaper notice that the City's SMP amendment has received final approval. The publication of this notice, in the form of a legal advertisement, will begin a 60-day appeal period. We will provide a copy of the notice to the City for its amendment record.

The Honorable Jerry Phillips
January 31, 2023
Page 2

Please send Ecology a final clean copy version of the complete approved SMP that includes the amendment changes.

If you have any questions, please contact our Shoreline Planner, Heather Bush, at heather.bush@ecy.wa.gov or 425-417-6982.

Yours truly,

A handwritten signature in black ink, appearing to read 'Laura Watson', with a stylized flourish at the end.

Laura Watson
Director

Enclosure

cc: Ariel Smith, City of Long Beach
Heather Bush, Ecology
Maria Sandercock, Ecology

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

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

02-01-23

Page 1 of 5

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for January 2023

During the month of January, the Long Beach Police Department oversaw the following cases and calls:

Long Beach

448 Total Incidents

Aid Call Assists: 1

Alarms: 4

Animal Complaints: 3

Assaults: 6

Assists: 77

(Includes 15 PCSO, 1 WSP And 1 Other Agency Assists Outside City Boundaries)

Burglaries: 2

Disturbance: 25

Drug Inv.: 2

Fire Call Assists: 2

Follow Up: 112

Found/Lost Property: 9

Harassment: 7

Malicious Mischief: 3

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 1

Prowler: 2

Runaway: 0

Security Checks: 69

Suspicious: 35

Thefts: 11

Traffic Accidents: 4

Traffic Complaints: 3

Traffic Tickets: 7

Traffic Warnings: 35

Trespass: 7

Warrant Contacts: 5

Welfare Checks: 16

Ilwaco (Includes 25 Calls at Port)

264 Total Incidents

Aid Call Assists: 4

Alarms: 3

Animal Complaints: 1

Assaults: 4

Assists: 23

Burglaries: 2

Disturbance: 20

Drug Inv.: 1

Fire Call Assists: 2

Follow Up: 71

Found/Lost Property: 2

Harassment: 6

Malicious Mischief: 1

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 1

Prowler: 2

Runaway: 0

Security Checks: 44

Suspicious: 29

Thefts: 5

Traffic Accidents: 0

Traffic Complaints: 9

Traffic Tickets: 2

Traffic Warnings: 11

Trespass: 3

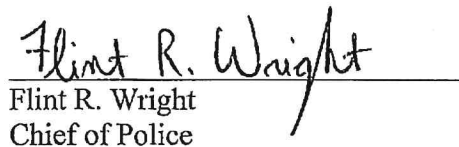
Warrant Contacts: 7

Welfare Checks: 11

During the month of January interviews were conducted to find a replacement for the irreplaceable Loretta as my Administrative Assistant. We received a number of good applications but settled on the top 4 for the interviews. I am please to announce that I have hired Jordan Allen. Jordan comes to us from Ilwaco High School where she was an admin assistant for many years. While I am sad to see Loretta go I am excited that we were able to find such a good hire.

On the 19th I attended another training meeting in preparation for the "active shooter drill" we intend to have this fall. This is a drill that is being paid for by Homeland Security which is also helping to organize it. The drill will focus on a "school shooting" incident.

On January 25th I, along with Deputy Chief Meling and Mayor Phillips met with Washington State Patrol, Pacific County Sheriff's Office and Washington State Department of Fish and Wildlife to talk about Rod Run. It is my hope that the State Patrol will bring down more resources to our area to assist local law enforcement on that busy weekend. The meeting went well.


Flint R. Wright
Chief of Police

From: Chief Flint R. Wright

Ref: Annual Report for 2022

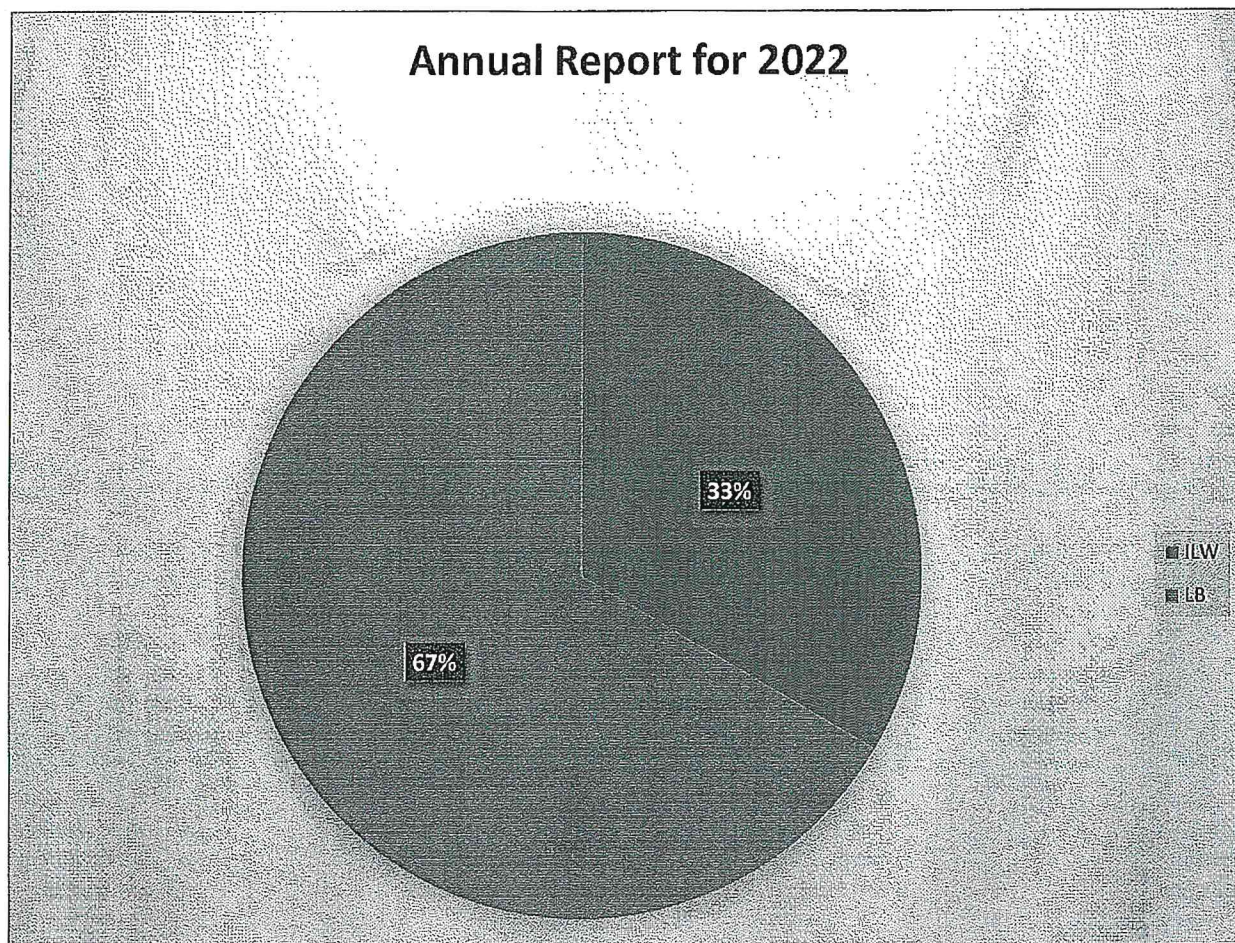
During the Year the Long Beach Police Department handled the following cases and calls:

Long Beach	Ilwaco
5,457 Total Incidents	2,742 Total Incidents
26 Aid Call Assists	6 Aid Call Assists
55 Alarms	44 Alarms
72 Animal Complaints	26 Animal Complaints
92 Assaults	41 Assaults
946 Assists	294 Assists
21 Burglaries	11 Burglaries
237 Disturbance	158 Disturbance
20 Drug Inv.	18 Drug Inv.
19 Fire Call Assists	6 Fire Call Assists
962 Follow Up	525 Follow Up
125 Found/Lost Property	20 Found/Lost Property
87 Harassment	54 Harassment
41 Malicious Mischief	15 Malicious Mischief
6 MIP - Alcohol	2 MIP - Alcohol
0 MIP - Tobacco	10 MIP - Tobacco
20 Missing Persons	7 Missing Persons
23 Prowler	11 Prowler
0 Runaway	4 Runaway
1153 Security Checks	849 Security Checks
278 Suspicious	164 Suspicious
105 Thefts	51 Thefts
67 Traffic Accidents	17 Traffic Accidents
192 Traffic Complaints	80 Traffic Complaints
77 Traffic Tickets	28 Traffic Tickets
557 Traffic Warnings	89 Traffic Warnings
106 Trespass	94 Trespass

26 Warrant Contacts
144 Welfare Checks

18 Warrant Contacts
100 Welfare Checks

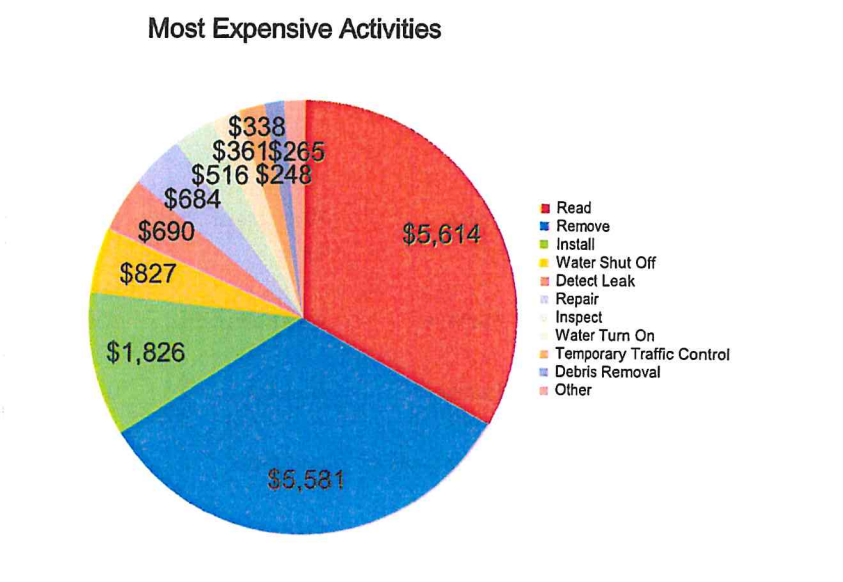
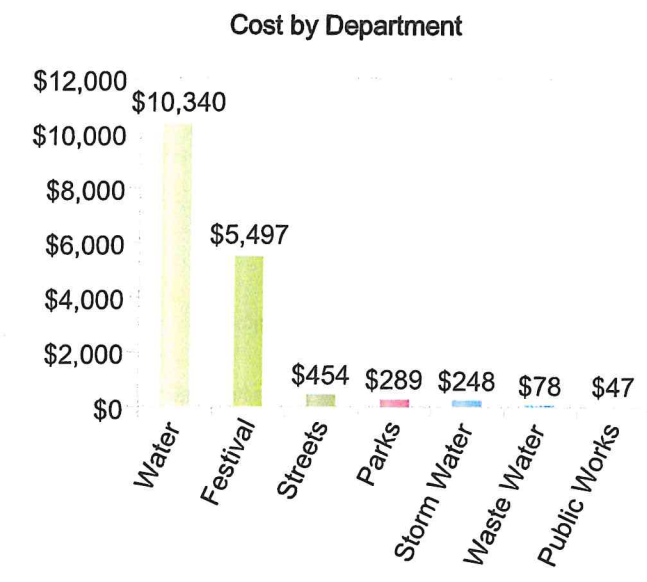
ILW	2,742
LB	5,457



Task Performance Measures

1/1/2023 - 1/31/2023

Total Tasks	Average Time to Complete	Estimate Accuracy	Late Tasks
48	0 Days, 14 Hours		11



Tasks

Task ID	Activity	Asset	Actual Stop Date	Status	Department
223	Read	Non-Asset	1/19/2023	Completed	Water
234	Remove	Non-Asset	1/10/2023	Completed	Festival
244	Install	Non-Asset	1/10/2023	Completed	Water
301	Install	Non-Asset	1/31/2023	Completed	Water
337	Read	Water Meter 979	1/3/2023	Completed	Water
338	Read	Water Meter 174	1/3/2023	Completed	Water
339	Inspect	Park 16	1/10/2023	Completed	Parks
340	Inspect	Non-Asset	1/6/2023	Completed	Parks
341	Repair	Water Main 181	1/3/2023	Completed	Water

Task Performance Measures

1/1/2023 - 1/31/2023

Tasks

Task ID	Activity	Asset	Actual Stop Date	Status	Department
352	Read	Water Meter 1499	1/3/2023	Completed	Water
353	Remove	Water Meter 683	1/3/2023	Completed	Water
362	Locate	Non-Asset	1/5/2023	Completed	Waste Water
364	Water Shut Off	Non-Asset	1/5/2023	Completed	Water
379	Read	Water Meter 1273	1/5/2023	Completed	Water
380	Water Sampling	Non-Asset	1/5/2023	Completed	Water
382	Water Turn On	Water Meter 750	1/5/2023	Completed	Water
390	Read	Water Meter 554	1/9/2023	Completed	Water
391	Water Turn On	Non-Asset	1/9/2023	Completed	Water
394	Replace	Water Meter 1582	1/9/2023	Completed	Water
395	Read	Water Meter 1214	1/9/2023	Completed	Water
398	Water Shut Off	Water Meter 92	1/9/2023	Completed	Water
399	Detect Leak	Non-Asset	1/11/2023	Completed	Water
412	Remove	Non-Asset	1/11/2023	Completed	Festival
413	Calibration	Non-Asset	1/12/2023	Completed	Streets
422	Water Turn On	Water Meter 838	1/13/2023	Completed	Water
423	Water Turn On	Water Meter 880	1/13/2023	Completed	Water
425	Install	Non-Asset	1/13/2023	Completed	Water

2/1/2023

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Page 2

Task Performance Measures

1/1/2023 - 1/31/2023

Tasks

Task ID	Activity	Asset	Actual Stop Date	Status	Department
434	Water Shut Off	Water Meter 976	1/20/2023	Completed	Water
437	Temporary Traffic Control	Non-Asset	1/31/2023	Completed	Streets
441	Read	Non-Asset	1/20/2023	Completed	Water
442	Debris Removal	Non-Asset	1/18/2023	Completed	Storm Water
443	Inspect	Non-Asset	1/18/2023	Completed	Streets
444	Inspect	Water Meter 2032	1/20/2023	Completed	Water
445	Inspect	Water Meter 1603	1/20/2023	Completed	Water
446	Read	Water Meter 1247	1/20/2023	Completed	Water
451	Read	Non-Asset	1/23/2023	Completed	Water
452	Read	Water Meter 1810	1/23/2023	Completed	Water
453	Water Shut Off	Water Meter 48	1/24/2023	Completed	Water
455	Read	Non-Asset	1/24/2023	Completed	Water
456	Water Shut Off	Water Meter 1290	1/24/2023	Completed	Water
457	Read	Water Meter 1818	1/23/2023	Completed	Water
459	Remove	Non-Asset	1/6/2023	Completed	Festival
460	Remove	Non-Asset	1/1/2023	Completed	Festival
461	Water Shut Off	Water Meter	1/24/2023	Completed	Water

Task Performance Measures

1/1/2023 - 1/31/2023

Tasks

Task ID	Activity	Asset	Actual Stop Date	Status	Department
463	Read	Water Meter 1092	1/24/2023	Completed	Water
469	Read	Non-Asset	1/27/2023	Completed	Water
471	Water Turn On	Water Meter 1775	1/30/2023	Completed	Water
473	Lock Box Install & Remove	Non-Asset	1/30/2023	Completed	Public Works
				Total Tasks	48