



## AGENDA – Monday, May 7, 2018

**6:15 p.m. Workshop**

**7:00 p.m. City Council Meeting**

Long Beach City Hall

115 Bolstad Avenue West

### **6:15 WORKSHOP**

WS 18-09	Peninsula Sanitation – Recycling – <b>TAB A</b>
WS 18-10	Payment in Lieu of Parking Discussion – <b>TAB B</b>

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

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

### **PUBLIC COMMENT**

At this time, the Mayor will call for any comments from the public on any subject whether or not 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, April 16, 2018 City Council Meeting
- Payment Approval List for Warrant Registers 57797-57821 & 83315-83371 for \$170,285.42

### **PROCLAMATION EMS WEEK – TAB D**

#### **BUSINESS**

- **AB 18-31 – Scope of Work for the Biosolids Treatment Facility Engineering Design – TAB E**
- **AB 18-32 – Ordinance 952 Bond Issue for Bolstad Restroom Construction – TAB F**

### **DEPARTMENT HEAD ORAL REPORTS**

### **CORRESPONDENCE AND WRITTEN REPORTS – TAB G**

- **Washington State Department of Ecology Letter of Approval – Biosolids Additional Acreage**
- **Lodging Tax Collections**
- **Sales Tax Collections**
- **Permit Directory**
- **Certificate of Competency – Matthew Wood – Water Distribution Specialist**
- **Parks, Streets & Stormwater Monthly Report for April 2018**
- **Police Chief's Report for April**
- **Membership for Washington City Management Association**

### **FUTURE CITY COUNCIL MEETING SCHEDULE**

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop.  
May 21, 2018, June 4, 2018 & June 18, 2018

### **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 18-09**

**Meeting Date: May 7, 2018**

AGENDA ITEM INFORMATION		
<b>SUBJECT: Recycling Discussion</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
<b>COST: N/A</b>	Water/Wastewater Supervisor	
<p><b>SUMMARY STATEMENT:</b> During previous workshops and Council meetings, the topic of recycling has come up again. Jay Alexander will provide his thoughts on starting a recycling program in the city at this time.</p>		

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



**CITY COUNCIL  
WORKSHOP BILL  
WS 18-10**

**Meeting Date: May 7, 2018**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT: Payment in Lieu of Parking Discussion</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
<b>COST: N/A</b>	Water/Wastewater Supervisor	
<p><b>SUMMARY STATEMENT:</b> Due to a recent situation the conversation regarding payment in lieu of parking LBCC 12-12-4 has been raised. Per the code a rate for the parking spaces needs to be set by Resolution. City Staff has researched this topic, possible one-time and annual rates (see attached sheet). The Council needs to decide what direction they would like to go.</p>		

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.

	sq. ft	Land Value	\$ / Sq. ft.
Campiche	4500	\$ 83,231.00	\$ 18.50
Epping	4995	\$104,000.00	\$ 20.82

Parking Spot	10 X 30	300	\$ 5,548.73
2 Spots			\$11,097.47

Ruth ann \$7,200 per parking spot for 1 year

Outside of Pasco Richland

Outside of Spokane

Lewis County

Ruth Ann talked to 8 brokers to find out the information

I am closest too accurate

10 X 30 for parking spot area

## 12-12-4: PAYMENT IN LIEU OF PARKING:

- A. Criteria: The city council may permit an applicant to make a payment in lieu of providing parking spaces on a lot or parcel and shall use the following criteria to guide its decision:
1. Whether the applicant demonstrates that all required parking cannot be located on site due to site specific physical constraints or site design requirements; or
  2. Whether the property is located in close proximity to permanent public parking or public transportation routes; or
  3. Whether the characteristics of the proposed land use reduce the need for on site parking.
- B. Payment In Lieu Fee: If a property does not provide the required parking space(s), the owner shall pay a one time capital expense fee as established by resolution of the city council for each deficit parking space. Said fee shall be placed in a public parking fund to be used for the acquisition and/or development of public parking. It is noted that such public parking may not be located in the immediate vicinity of the property for which the parking fee is made. The parking fee shall be paid in full prior to the issuance of any permit or license for the use.
- C. Annual Maintenance Fee: In addition to the one time capital expense fee specified in subsection B of this section, each subject property owner shall also pay an annual maintenance fee as established by resolution of the city council for each deficit parking space for a period of fifteen (15) years. Such fee shall be adjusted annually according to the consumer price index. A property owner may avoid such adjustment by paying a lump sum maintenance fee equal to the then current annual fee, multiplied by fifteen (15), or by the number of years remaining if paid after the first year. The annual maintenance fee shall be first payable prior to issuance of any permit or license for the use and thereafter by January 31 of each year.
- D. Agreement: If payment in lieu of parking is approved, the owner shall sign an agreement to pay a fee at the established rate which the city shall record prior to the issuance of a building permit or the commencement of the use, whichever comes first.
- E. Parking Facilities Funds:
1. Capital expense fees collected by the city pursuant to the payment in lieu provisions shall be deposited into an account within the capital improvements fund entitled "parking facilities development fund". All expenditures from this fund shall be directly spent or encumbered only for the purpose of conducting parking related studies or evaluations, the acquisition and construction of parking facilities, or for bonding with respect to the acquisition or construction of parking facilities or transit improvements and necessary related expenses.

2. Annual operations and maintenance fees shall be deposited into a revenue account within the general fund entitled "parking facilities maintenance fund". All expenditures from this fund shall be directly spent or encumbered only for the operation, maintenance and administration of parking or transit facilities.
  3. Payment in lieu capital expense fees collected pursuant to this section shall be returned to the then present owner of the property for which a fee was paid, including any interest earned, if the fees have not been spent within six (6) years from the date the fees were paid, unless the city council shall have earmarked the funds for expenditure on a specific project, in which case the city council may extend the time period by up to three (3) more years. To obtain a refund, the present owner must submit a request to the city administrator within one year following the end of the sixth year from the date payment was received. For purposes of this subsection, payments collected shall be deemed spent on the basis that the first payment in shall be the first payment out.
- F. Cancellation: Any payment made for a project for which a building permit or license is cancelled due to noncommencement of construction or use may be refunded if a request for refund is submitted to the city administrator within three (3) months of the date of the cancellation of the building permit or license. All requests shall be accompanied by proof that the applicant is the current owner of the property and by a copy of the dated receipt issued upon the original payment of the fee.
- G. Credits: If any capital expense fees have been paid in accordance with this section and if subsequent thereto and within six (6) years, a special or local improvement district is formed and assessments levied for the purpose of paying for public parking improvements, the property for which payment in lieu fees were received shall be credited with the amount of the capital expense fee(s) paid. (Ord. 849, 8-17-2009)

TAB - C

## LONG BEACH CITY COUNCIL MEETING

April 16, 2018

### 6:15 COUNCIL WORKSHOP

C. Linhart, C. Kemmer, C. Cline, C. Murry, and C. McGuire were all present.

WS 18-07- Not a Ban a Better Plan-Update

A recent survey was done by Pacific County Tourism at the request of “Not a ban / a better plan” since they have a much larger mailing list, including merchants. The survey results are compiled by the group for the Long Beach zip code. There is also a letter of response included from Commissioner Wolfe.

**No motions were made at this time.**

WS 18-08- Peninsula Sanitation- Recycling

During previous workshops and Council meetings, the topic of recycling has come up again. Jay Alexander was gracious enough to provide links related to the recycling businesses and will provide his thoughts on starting a recycling program in the city at this time.

Guest speaker, Jay Alexander, was absent. Therefore, the council decided they will reschedule the workshop to another date when Mr. Alexander can attend. **No motions were made at this time.**

### 7:00 CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Phillips called the meeting to order; asked for the Pledge of Allegiance and roll call.

### ROLL CALL

David Glasson, City Administrator, called roll with C. Linhart, C. Kemmer, C. Cline, C. Murry, and C. McGuire all present.

### PUBLIC COMMENT

Larry Masterton and Mitzi Cady both made public comments.

### CONSENT AGENDA

Minutes, April 2, 2018 City Council Meeting

Payment Approval List for Warrant Registers 57764-57796 & 83230-83314 for \$234,256.04

**C. Linhart made the motion to approve the Consent Agenda. C. Cline seconded the motion; 5 Ayes, motion passed.**

### BUSINESS

AB 18-29- Special Use Permit 2018-05 Tye Caldwell

David Glasson, City Administrator, presented the Agenda Bill. Tye Caldwell is requesting to close a portion of 9<sup>th</sup> ST NE from Pacific Hwy to Washington Ave N from 12:00 am to 12:00 pm on Saturday, September 8<sup>th</sup>. He would be responsible to put the proper signage up and take it down. As well as, restore the site to its original condition.

**C. Kemmer made the motion to deny SUP 2018-05, which would not allow Tye Caldwell to close a portion of 9<sup>th</sup> ST NE from Pacific Hwy N to Washington Ave N for the full day of Saturday, September 8<sup>th</sup>, 2018. C. Linhart seconded the motion; 4 Ayes, 1 Nay (C. Murry), motion denied.**

AB 18-30- Small Works Roster Agreement with MRSC

David Glasson, City Administrator, presented the Agenda Bill. Included is an agreement with MRSC to provide Small Works Roster Services for the City of Long Beach. Small works rosters can be used for projects that are small enough to not require a formal bid. Interested parties register with MRSC and as needed by the city we can select from the lowest bidder on the roster. All legal publications are handled by MRSC.

**C. Linhart made the motion to approve the agreement with MRSC for Small Works Rosters. C. McGuire seconded the motion; 5 Ayes, motion passed.**

**DEPARTMENT HEAD ORAL REPORTS**

**CORRESPONDENCE AND WRITTEN REPORTS**

- Wastewater Department Report for March 2018
- Water Department Report for March 2018
- Thank You Letter
- Police Chief's Report for March 2018
- Senate Bill 6434 – Electric-Assisted Bicycles
- Parks – Streets – Stormwater Report for March 2018
- Long Beach Berm Modeling Study – Final Report
- Washington Surveying and Rating Bureau – Protection Class Change
- 9 Best Memorial Day Weekend Getaways in Washington
- Long Beach Peninsula Visitors Bureau Monthly Report March 2018

**ADJOURNMENT**

The Mayor adjourned the meeting at 7:26 p.m.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# Warrant Register

Check Periods: 2012 - April - 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
57797	Bell, Helen S	4/20/2018	4/20/2018
57798	Binion, Jacob	4/20/2018	4/23/2018
57799	Booi, Kristopher A	4/20/2018	4/23/2018
57800	Cox, Mallory E	4/20/2018	4/23/2018
57801	Gilbertson, Bradley K	4/20/2018	4/23/2018
57802	Goulter, John R.	4/20/2018	4/23/2018
57803	Huff, Timothy M.	4/20/2018	4/23/2018
57804	Kemmer, Larry L	4/20/2018	4/23/2018
57805	Luehe, Paul J	4/20/2018	4/23/2018
57806	Miller, Matt W	4/20/2018	4/23/2018
57807	Mortenson, Tim	4/20/2018	4/23/2018
57808	Padgett, Timothy J	4/20/2018	4/23/2018
57809	Pursell, Whitney J	4/20/2018	4/23/2018
57810	Wood, Matthew T	4/20/2018	4/23/2018
57811	Wright, Flint R	4/20/2018	4/23/2018
57812	Zuern, Donald D.	4/20/2018	4/23/2018
57814	City of Long Beach - Fica	4/20/2018	
57815	City of Long Beach - FWH	4/20/2018	
57816	Dept of Labor & Industries	4/20/2018	
57817	Dept of Retirement Systems	4/20/2018	
57818	Dept of Retirement Systems Def Comp	4/20/2018	
57819	Massmutual Retirement Services	4/20/2018	
57820	Teamsters Local #58	4/20/2018	
57821	Association of WA Cities	4/20/2018	
83315	Discovery Benefits, Inc.	4/13/2018	4/17/2018
83316	Wood, Matt	4/17/2018	4/18/2018
83317	Wood, Matt	4/17/2018	4/23/2018
83318	Day Wireless Systems	4/18/2018	
83319	Tangly Cottage Garden	4/19/2018	

83320									
83321	Glasson, David	4/23/2018	4/25/2018	\$49.05					
83322	AlSCO-American Linen Div.	4/25/2018	4/25/2018	\$54.54					
83323	At&t Mobility	4/25/2018	4/25/2018	\$85.09					
83324	Boys & Girls Club	4/25/2018	4/25/2018	\$2,882.00					
83325	Brighter Side Marketing	4/25/2018	4/25/2018	\$775.00					
83326	CenturyLink	4/25/2018	4/25/2018	\$1,643.78					
83327	Chevron & Texaco Business Card Services	4/25/2018	4/25/2018	\$2,000.00					
83328	Cox, Mallory	4/25/2018	4/25/2018	\$199.99					
83329	EverBank	4/25/2018	4/25/2018	\$227.97					
83330	SUNSET AUTO PARTS, INC	4/25/2018	4/25/2018	\$891.69					
83331	U.S. Cellular	4/25/2018	4/25/2018	\$87.24					
83332	Campiche, Nancy	4/27/2018	4/27/2018	\$47.72					
83333	Employment Security Dept	4/27/2018	4/27/2018	\$960.54					
83334	Glasson, David	4/27/2018	4/27/2018	\$394.05					
83335	Measure-Tech, Inc.	4/27/2018	4/27/2018	\$684.10					
83336	Postmaster	4/27/2018	4/27/2018	\$289.99					
83337	Standard Insurance Co.	4/27/2018	4/27/2018	\$2,162.54					
83338	Unum Life Insurance	4/27/2018	4/27/2018	\$86.40					
83339	Verizon Wireless	4/27/2018	4/27/2018	\$594.89					
83340	Visa	5/2/2018	5/2/2018	\$2,293.75					
83341	Williams, David	5/3/2018	5/3/2018	\$852.82					
83342	Huff, Tim	5/4/2018	5/4/2018	\$64.00					
83343	Caldwell, Tye	5/4/2018	5/4/2018	\$190.44					
83344	Tangly Cottage Garden	5/4/2018	5/4/2018	\$416.19					
83345	A-1 Redi Mix	5/4/2018	5/4/2018	\$479.96					
83346	ALS Group USA, Corp.	5/4/2018	5/4/2018	\$25.00					
83347	AlSCO-American Linen Div.	5/4/2018	5/4/2018	\$113.15					
83348	Arts Auto Parts Inc.	5/4/2018	5/4/2018	\$256.88					
83349	Astoria Janitor & Paper Supply	5/4/2018	5/4/2018	\$294.90					
83350	Backflow Management Inc	5/4/2018	5/4/2018	\$1,502.50					
83351	Bailey's Saw Shop	5/4/2018	5/4/2018	\$99.47					
83352	Berkadia Commercial Mortgage	5/4/2018	5/4/2018	\$5,743.00					
83353	Cartomation, Inc	5/4/2018	5/4/2018	\$500.00					
83354	Cascade Columbia Distribution CO	5/4/2018	5/4/2018	\$2,860.48					
83355	Dennis Company	5/4/2018	5/4/2018	\$1,317.41					
83356	Department of Licensing - Firearms Section	5/4/2018	5/4/2018	\$54.00					
83357	Englund Marine Supply	5/4/2018	5/4/2018	\$540.76					
83358	Evergreen Septic Pumping LLC	5/4/2018	5/4/2018	\$1,324.23					
83359	Hill Auto Body & Towing	5/4/2018	5/4/2018	\$810.75					
83360	MAC TOOLS	5/4/2018	5/4/2018	\$123.19					
83361	MANSFIELD ALARM CO, INC	5/4/2018	5/4/2018	\$192.00					
83362	North Coast Truck Parts	5/4/2018	5/4/2018	\$43.50					
83363	Oman & Son Builders	5/4/2018	5/4/2018	\$1,231.41					
83364	One Call Concepts, Inc.	5/4/2018	5/4/2018	\$16.05					
83365	Peninsula Sanitation	5/4/2018	5/4/2018	\$1,245.90					
83365	Peninsula Visitors Bureau	5/4/2018	5/4/2018	\$39,695.60					



TAB - D



## Proclamation

- WHEREAS:** Emergency medical services is a vital public service; and
- WHEREAS:** The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS:** Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and
- WHEREAS:** The emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and
- WHEREAS:** The members of Oregon's emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and
- WHEREAS:** It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designation Emergency Medical Services Week.
- NOW,  
THEREFORE:** I, Jerry Phillips, Mayor of Long Beach, Washington in recognition of this event do hereby proclaim the week of May 20-26, 2018, as

### **EMERGENCY MEDICAL SERVICES WEEK**

With the theme, **EMS STRONG: Stronger Together**. I encourage the community to observe this week with appropriate programs, ceremonies and activities.

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Jerry Phillips

Mayor

TAB - E



**CITY COUNCIL  
AGENDA BILL  
AB 18-31**

**Meeting Date: May 7, 2018**

<b>AGENDA ITEM INFORMATION</b>		
<b><i>SUBJECT: Agreement with Gray &amp; Osborne for Engineering and Design of the Regional Biosolids Treatment Plant</i></b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b><i>COST: Total Estimated Cost \$552,000</i></b>	Other:	

***SUMMARY STATEMENT:*** The City was awarded money from the Public Works Trust Board to begin the engineering and design phase of the Biosolids Treatment Plant. This scope of work outlines the deliverables necessary to complete the first phase of this project. Gray and Osborne completed the Biosolids Engineering Report which this project is based off.

***RECOMMENDED ACTION:*** *Authorize the Mayor to enter into an agreement with Gray & Osborne to complete both the Engineering and Design for the Regional Biosolids Treatment Plant*

**PROPOSAL AND CONTRACT  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF LONG BEACH  
WASHINGTON**

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**APRIL 2018**

**G&O Job. No. 20184.97**

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

**CONTRACT FOR  
PROFESSIONAL ENGINEERING SERVICES**

THIS Contract, entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, between the CITY OF LONG BEACH, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, the Agency now finds that it is in need for the engagement of professional engineering services. The purpose of this Contract is to define the scope of work to be performed, the conditions under which it shall be performed, and method of payment for professional engineering services authorized by the Agency.

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

**ARTICLE 1**

**EMPLOYMENT OF THE ENGINEER**

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Regional Biosolids Treatment Facility Design, hereinafter also called the "Project." These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer.

**ARTICLE 2**

**CHARACTER & EXTENT OF ENGINEERING SERVICES**

Upon execution of this Contract, and authorization of the Agency to proceed, the Engineer shall provide engineering services more fully described in Exhibit "A."

**SPECIAL SERVICES**

The Engineer may employ competent professionals to assist in the completion of the work as described as scope of work and budget herein.

The information so secured shall be made available to the Agency and the Engineer for the use and development of the Agency's projects.

### ARTICLE 3

#### SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

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

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

### ARTICLE 4

#### COMPENSATION

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

The total cost of these services shall not exceed the amount shown in Exhibit "B" without further written authorization by the Agency.

Total compensation is based on the following:

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.
- (b) Compensation Determination: Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.
  - 1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "C" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD,

and computer equipment; owned survey equipment and tools; attendance at non-project-specific public meetings for the purpose of keeping the public informed in regard to infrastructure improvements in the community and how the public will be affected; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.

2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period, plus a proportionate percentage of the fee amount stipulated above.

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

## **ARTICLE 5**

### **ADDITIONAL WORK**

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

## **ARTICLE 6**

### **PUBLIC RECORDS REQUESTS**

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

## **ARTICLE 7**

### **MAJOR REVISIONS**

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

## **ARTICLE 8**

### **COST ESTIMATE**

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

## **ARTICLE 9**

### **FACILITIES TO BE FURNISHED BY THE ENGINEER**

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

## **ARTICLE 10**

### **OWNERSHIP OF PLANS**

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

reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

## **ARTICLE 11**

### **SEVERABILITY**

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

## **ARTICLE 12**

### **MEDIATION**

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

## **ARTICLE 13**

### **ASSIGNABILITY**

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

## **ARTICLE 14**

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

## **ARTICLE 15**

### **COVENANT AGAINST CONTINGENT FEES**

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

## **ARTICLE 16**

### **SAFETY**

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

## **ARTICLE 17**

### **INDEMNITY AGREEMENT**

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

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

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

## ARTICLE 18

### INSURANCE

#### A. Public Liability

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

#### COMPREHENSIVE GENERAL LIABILITY

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

#### AUTOMOBILE LIABILITY

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

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

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

#### B. Professional Liability

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

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

OMISSIONS LIABILITY \$1,000,000 aggregate

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

## **ARTICLE 19**

### **STATUS OF ENGINEER**

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

## **ARTICLE 20**

### **CERTIFICATION OF ENGINEER**

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

## **ARTICLE 21**

### **CHOICE OF LAW/JURISDICTION/VENUE**

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

## **ARTICLE 22**

### **NOTICES**

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

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

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.  
701 Dexter Ave. North  
Suite 200  
Seattle, Washington 98109-4339

**ARTICLE 23**

**ATTORNEY'S FEES**

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

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

**ENGINEER: Gray & Osborne, Inc.**

**AGENCY: City of Long Beach**

By: Michael B. Johnson  
(Signature)

By: \_\_\_\_\_  
(Signature)

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

Name/Title: \_\_\_\_\_  
(Print)

Date: 4/20/18

Date: \_\_\_\_\_

"Equal Opportunity/Affirmative Action Employer"

## **EXHIBIT “A”**

### **SCOPE OF WORK**

#### **CITY OF LONG BEACH REGIONAL BIOSOLIDS TREATMENT FACILITY ENGINEERING DESIGN SERVICES**

Engineering services, as described below, include survey, design engineering and bid assistance services for the City of Long Beach Regional Biosolids Treatment Facility project. The design services include preparation of plans, specifications, cost estimates, and bidding assistance for the Regional Biosolids Treatment Facility project. The design of the City's Regional Biosolids Facility will be consistent with the recommendations in the November 2017 *Biosolids Treatment and management Engineering Report* (2017 Report), which was approved by the Washington State Department of Ecology on December 19, 2017.

Design work for the Regional Biosolids Treatment Facility shall include all project management and civil, mechanical, structural, architectural, and electrical design to show and specify the improvements described in the 2017 Report. Included in this schedule is the furnishing of all geotechnical engineering and topographical site survey work in support of the design project.

Plans and specifications for the City's Regional Biosolids Treatment Facility will be prepared consistent with Chapter 173-240 WAC. Design documents shall be submitted to the Washington State Department of Ecology for review and approval. Design services will comply with the requirements in the project funding agreement between the City, Public Works Trust Fund and Ecology.

### **SCOPE OF WORK**

The general scope of design work shall include the following tasks.

#### **Task 001 – Project Management**

Provide project management of the design work, including budget control and scheduling, communication with the City and regulatory agencies, coordination of staff assignments, preparation of project progress reports, invoice documentation, attendance at project meetings, and coordination of subconsultant work. Coordinate schedule of the project with governmental agencies, including the funding and regulatory agencies.

Deliverables:

- Project progress reports and invoices each month billed
- Project Meeting Agendas and Minutes

## **Task 002 –Site Survey and As-Built Conditions**

Provide topographical survey of the portion of the Wastewater Treatment Plant (WWTP) site that will be encompassed by this project to establish locations and elevations of existing structures, grades, local utilities, and site features. Conduct site visits and determine as-built conditions. Gather record drawings, specifications, and other documentation on the existing WWTP and record modifications to the WWTP, which have been accomplished since the last record drawing set was complete. Oversee geotechnical engineering. Subconsultant to provide geotechnical engineering investigation of the location proposed for the biosolids facility. Include geotechnical study report in the Regional Biosolids Treatment Facility bid documents.

### **Deliverables:**

- Base Map
- Geotechnical Report

### **Assumptions:**

- Potholing to verify the locations of existing underground utilities will be completed by the City.

## **Task 003 – Regional Biosolids Treatment Facility Design (Plans, Specifications, and Opinion of Probable Cost)**

Prepare plans, specifications, and opinions of probable construction cost for the Regional Biosolids Treatment Facility in accordance with the 2017 Report. Plans and specifications will be prepared in a format for public bid and use by general contractors to perform the construction work. Provide the City with draft construction documents including cost opinions at 30 percent, 60 percent, and 90 percent completion, and review the documents in meetings with the City to obtain comments and/or suggested design revisions. Revise the design documents to incorporate the City's written comments, and provide responses (written or plan changes) indicating changes made to the documents.

It is anticipated that the 30 percent design submittal will identify the design criteria, process flow diagram, hydraulic profile, location map, existing site plan, new site layout, site grading plan, piping plan, and process and mechanical general arrangements. Technical specifications at this milestone will have detail commensurate with the level of detail on the drawings.

The 60 percent design submittal will provide detailed site plans on both general and mechanical sheets, with section views of the mechanical sheets. Limited details and structural plan sheets will also be provided with the 60 percent design submittal.

Submit a set of draft Regional Biosolids Treatment Facility design documents at approximately the 90 percent completion level to review agencies and provide revisions

as may be necessary to obtain project approval. It is expected that two sets of the draft design documents will need to be submitted to Ecology for review purposes. Present 60 percent and 90 percent level plans to City staff and, if appropriate, City Council.

Final contract documents will include Gray & Osborne's standard general and supplemental conditions, funding agency stipulations, bid proposal forms, technical specifications, and appendices, including geotechnical report, and available permits.

Design of the Regional Biosolids Treatment Facility is anticipated to show and describe the recommended biosolids treatment alternative, which is described in detail in the approved 2017 Report, Chapter 5. The design will include the following components:

- Solids Handling Building
- Feedstock Building and Compost Storage building
- Pump and piping to deliver Class B biosolids from aerobic digester to Solids Handling Building and pressate from Solids Handling Building to headworks
- Electrical and HVAC for Solids Handling Building
- In-vessel Compost Unit air/exhaust system including biofilter.
- Site work including yard paving and storm drainage.

Exhibit E includes a preliminary drawing list identifying the estimated 84 plan sheets that will be prepared for this design.

Deliverables:

- 30 Percent Design Documents: Plans, Opinion of Probably Cost – One electronic copy in PDF file and four printed documents (11" x 17" Plans)
- 60 Percent Design Documents: Plans, Opinion of Probably Cost – One electronic copy in PDF file and four printed documents (11" x 17" Plans)
- 90 Percent Design Documents: Plans, Specifications, Opinion of Probably Cost – One electronic copy in PDF file and four printed documents (11" x 17" Plans)
- Final Bid Documents: At design completion, provide one set of CDs of the construction documents (AutoCAD format) and two full-size hard copy sets for the project to the City.

#### **Task 004 – Ecology Loan Documentation Requirements**

Prepare Fiscal Sustainability Plan Certification.

Prepare Investment Grade Efficiency Audit.

### **Task 005 – Environmental Documentation and Permitting**

Prepare applications and supporting documents for required construction permits for the biosolids facility project. Respond to questions and requests for information from the permit authorities and coordinate environmental review with the various agencies. It is assumed that applications include:

1. NPDES General Construction Stormwater Permit (DOE) – if land disturbing activity exceeds one acre
2. City of Long Beach Building Permit
3. City of Long Beach Design Review Permit
4. Complete Ecology Cross Cutter Report. This scope assumes a cultural resources survey of the project will not be required.

SOP<sup>a</sup> 7

Deliverables:

- Permit Applications

Assumptions:

- The City will be responsible for any permit fees.
- A Conditional Use Permit will not be necessary.
- The construction contractor will obtain any over-the-counter permits (i.e., mechanical, electrical, plumbing, etc.).

### **Task 007 – Bid Assistance**

Prepare Notice of Bid for publication in the paper of record and the Daily Journal of Commerce.

Host website for electronic distribution of plans and specifications.

Respond to bidder inquiries and prepare addendum if necessary.

Evaluate bids and provide recommendation of award to the Long Beach City Council.

Prepare contracts for Contractor execution.

Review Contractor bonds and insurance certificates.

### **Task 008 – Facility Use Agreement**

Assist the City with the preparation of a long-term facility use agreement.

Assist the City with negotiating the long-term facility use agreement with municipalities or agencies in the area who will send biosolids to the City of Long Beach for treatment at the Regional Biosolids Treatment Facility.

### **Task 009 – Quality Assurance/Quality Control**

Conduct periodic reviews (30 percent, 60 percent, and 90 percent completion levels) of the design documents to check accuracy, completeness, and conformance with project criteria. Provide this review by both project and non-project engineers, experienced in design of similar project facilities, and employed by the Engineer and the Engineer’s subconsultants. Record the review comments and revise the design documents to incorporate these comments.

Deliverables:

- Compilation of review comments and responses
- Summary of QA/QC Review

### **SCHEDULE**

The following contract schedule will be met, assuming there are no significant changes in scope and that timely review of project deliverables will be provided by the City and the Department of Ecology:

<b><u>Event or Deliverable</u></b>	<b><u>Date</u></b>
Design Start (design contract approval by City)	May 2018
Submit 30 Percent Complete Plans to City	August 2018
Submit 60 Percent Complete Plans to City	October 2018
Submit 90 Percent Complete Plans and Specifications to City and Ecology	November 2018
Advertise for Bid	January 2019
Award Construction Contract	February 2019

### **BUDGET**

The cost proposal for Schedule A design services is attached as Exhibit B.

**EXHIBIT "B"**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Long Beach  
Regional Biosolids Facility Design*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Environmental Tech./ Specialist Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
Project Management	60	120	80							
Site Survey and As-built Conditions	4	24	48	40				12	16	32
Biosolids Facility Design- 30%	40	90	120	90	30	60		220		
Biosolids Facility Design- 60%	30	80	100	80	60	120		240		
Biosolids Facility Design- 90%	30	70	100	80	60	100		200		
Biosolids Facility Design- Final	20	40	80	70	40	40		120		
Ecology Loan Documentation	16	40	60	48						
Environmental Documentation and Permitting	8	24	24	32			80	16		
Bid Assistance	16	40	40					16		
Facility Use Agreement	80	120								
QA/QC	24	24	24	24	16	16				
Hour Estimate:	328	672	676	464	206	336	80	824	16	32
Fully Burdened Billing Rate Range:*	\$112 to \$184	\$106 to \$184	\$106 to \$145	\$96 to \$126	\$100 to \$168	\$103 to \$184	\$80 to \$115	\$42 to \$120	\$112 to \$136	\$161 to \$213
Estimated Fully Burdened Billing Rate:*	\$165	\$160	\$145	\$125	\$168	\$184	\$115	\$120	\$136	\$200
Fully Burdened Labor Cost:	\$54,120	\$107,520	\$98,020	\$58,000	\$34,608	\$61,824	\$9,200	\$98,880	\$2,176	\$6,400

Total Fully Burdened Labor Cost: \$530,748

Direct Non-Salary Cost:

- Mileage & Expenses (Mileage @ current IRS rate) \$ 3,752
- Printing \$ 1,000
- Subconsultant:
  - PanGeo Geotechnical \$ 15,000
  - Subconsultant Overhead (10%) \$ 1,500

**TOTAL ESTIMATED COST: \$ 552,000**

\* 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 "C"

### GRAY & OSBORNE, INC.

#### PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES\* THROUGH JUNE 15, 2018\*\*

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 42.00	to	\$120.00
Electrical Engineer	\$103.00	to	\$184.00
Structural Engineer	\$100.00	to	\$168.00
Environmental Technician/Specialist	\$ 80.00	to	\$115.00
Engineer-In-Training	\$ 80.00	to	\$123.00
Civil Engineer	\$ 96.00	to	\$126.00
Project Engineer	\$106.00	to	\$145.00
Project Manager	\$106.00	to	\$184.00
Principal-in-Charge	\$112.00	to	\$184.00
Resident Engineer	\$122.00	to	\$168.00
Field Inspector	\$ 77.00	to	\$142.00
Field Survey (2 Person)***	\$161.00	to	\$213.00
Field Survey (3 Person)***	\$238.00	to	\$290.00
Professional Land Surveyor	\$112.00	to	\$136.00
Secretary/Word Processor***	N/A		

\* Fully Burdened Billing Rates include overhead and profit.

\*\* Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.54 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

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

**EXHIBIT "D"**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

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



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

4/20/18

\_\_\_\_\_  
Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration Excluded Parties List System website: [www.epls.gov](http://www.epls.gov).

**EXHIBIT E**  
**CITY OF LONG BEACH**  
**REGIONAL BIOSOLIDS TREATMENT FACILITY**  
**PRELIMINARY DRAWING LIST**  
**April 16, 2018**

<b>SHEET NO.</b>	<b><u>TITLE</u></b>
<b>GENERAL</b>	
G-1	VICINITY AND LOCAL MAPS
G-2	SHEET INDEX
G-3	ABBREVIATIONS, GENERAL SYMBOLS, SYMBOL LEGEND, NUMBERING SYSTEM AND GENERAL NOTES
G-4	PROCESS FLOW DIAGRAM
G-5	PLANT DESIGN CRITERIA
G-6	HYDRAULIC PROFILE
G-7	EXISTING SITE PLAN, DEMOLITION PLAN AND CONTOURS
G-8	EXISTING SITE PROCESS PIPING
G-9	EXISTING PROCESS PIPING DEMOLITION PLAN
G-10	REVISED SITE PLAN AND AREA ID NUMBERS
G-11	REVISED PROCESS PIPING PLAN
G-12	CONTROL AND NEW STRUCTURES COORDINATE TABLES
G-13	YARD PIPING COORDINATE TABLES
G-14	MISCELLANEOUS DETAILS
G-15	MISCELLANEOUS DETAILS
G-16	MISCELLANEOUS DETAILS
<b>MECHANICAL</b>	
M-1	ABBREVIATIONS, SYMBOLS, AND EQUIPMENT IDENTIFICATION SYSTEM
M-2	PIPE PENETRATIONS AND FLEXIBLE COUPLING RESTRAINT DETAILS
M-3	MISCELLANEOUS PIPING DETAILS
M-4	MISCELLANEOUS MECHANICAL DETAILS
M-5	AEROBIC DIGESTER MODIFICATIONS
M1-1	SOLIDS HANDLING BUILDING SECTION
M1-2	SOLIDS HANDLING BUILDING DETAILS
M2-1	BLOWER BUILDING SECTION
M2-2	BLOWER BUILDING DETAILS
M2-3	BIOFILTER SECTION AND DETAILS
M2-4	HEADWORKS MODIFICATIONS PLAN
M2-5	HEADWORKS MODIFICATIONS SECTION AND DETAILS
M2-6	ELECTRICAL BUILDING DEMOLITION PLAN AND SECTIONS
M3-1	ELECTRICAL BUILDING MODIFICATIONS PLAN
<b>ARCHITECTURAL</b>	
A-1	ARCHITECTURAL DETAILS
A1-1	SOLIDS HANDLING BUILDING PLAN AND DETAILS
A1-2	BIOSOLIDS STORAGE BUILDING PLAN AND DETAILS
<b>HVAC</b>	
H-1	HVAC DETAILS
H1-1	SOLIDS HANDLING BUILDING PLAN
H1-2	SOLIDS HANDLING BUILDING SECTIONS
H2-1	BIOFILTER PLAN AND SECTIONS
H3-1	STORAGE BUILDING PLAN
H3-2	STORAGE BUILDING SECTIONS

**EXHIBIT E**  
**CITY OF LONG BEACH**  
**REGIONAL BIOSOLIDS TREATMENT FACILITY**  
**PRELIMINARY DRAWING LIST**  
**April 16, 2018**

<b>SHEET</b>	
<b><u>NO.</u></b>	<b><u>TITLE</u></b>
<b>STRUCTURAL</b>	
S-1	GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS
S-2	TYPICAL STRUCTURAL DETAILS
S-3	TYPICAL STRUCTURAL DETAILS
S1-1	HEADWORKS SECTIONS AND DETAILS
S2-1	SOLIDS HANDLING BUILDING SECTIONS
S2-2	SOLIDS HANDLING BUILDING DETAILS
S3-1	STORAGE BUILDING SECTIONS
S3-2	STORAGE BUILDING DETAILS
S4-1	COMPOST VESSEL PAD DETAILS
S5-1	MATERIAL STORAGE BUILDING SECTIONS
S5-2	MATERIAL STORAGE BUILDING DETAILS
<b>ELECTRICAL</b>	
E-1	ELECTRICAL SYMBOLS
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL DETAILS
E-4	ELECTRICAL DETAILS AND LIGHTING FIXTURE SCHEDULE
E-5	ELECTRICAL DETAILS AND CONDUIT SECTIONS
E-6	EXISTING ELECTRICAL SITE PLAN
E-7	EXISTING CONDUIT AND CIRCUIT SCHEDULES
E-8	REVISED ELECTRICAL SITE PLAN
E-9	ONE LINE DIAGRAM - EXISTING POWER DISTRIBUTION SYSTEM
E-10	ELEVATIONS AND SCHEDULES - EXISTING SWITCHBOARD/MCC
E-11	ONE LINE DIAGRAM - EXISTING MCC
E-12	ELEMENTARY WIRING DIAGRAMS - EXISTING MCC
E-13	ONE LINE DIAGRAM - REVISED POWER DISTRIBUTION SYSTEM
E-14	ELEVATIONS AND SCHEDULES - REVISED MOTOR CONTROL CENTER
E-15	ONE LINE DIAGRAMS - REVISED MOTOR CONTROL CENTERS
E-16	ELEMENTARY WIRING DIAGRAMS - REVISED MOTOR CONTROL CENTERS
E-17	PANELBOARD CIRCUIT SCHEDULES - EXISTING PANELS
E-18	PANELBOARD CIRCUIT SCHEDULES - REVISED PANELS
E-19	ELEVATIONS - REVISED CONTROL PANELS
E-20	ELEMENTARY WIRING DIAGRAM - EXISTING CONTROL PANELS
E-21	WIRING DIAGRAMS AND ELEVATIONS - REVISED CONTROL PANELS
E-22	WIRING DIAGRAMS, ELEVATIONS AND I/O SCHEDULE - MAIN PLANT CONTROL PANEL
E-23	ANALOG LOOP DIAGRAMS
E-24	REVISED PROCESS RISER DIAGRAM
E-25	REVISED PIPING & INSTRUMENTATION DIAGRAM
E-26	REVISED SCHEMATIC AND BLOCK DIAGRAMS - PLC, HMI AND COMMUNICATION SYSTEMS
E1-1	ELECTRICAL PLAN AND DETAILS - SLUDGE PUMPING
E2-1	ELECTRICAL PLAN AND DETAILS - SOLIDS HANDLING BUILDING
E3-1	ELECTRICAL PLAN AND DETAILS - COMPOST BLOWERS
E4-1	ELECTRICAL PLAN AND DETAILS - STORAGE BUILDING



**BUSINESS LIABILITY COVERAGE FORM**

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named Insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



**BUSINESS LIABILITY COVERAGE FORM**

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily Injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**BUSINESS LIABILITY COVERAGE FORM**

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

**3. Each Occurrence Limit**

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

**4. Personal And Advertising Injury Limit**

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

**5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after Issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES  
GENERAL CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it- that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

**BUSINESS LIABILITY COVERAGE FORM**

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

**BUSINESS LIABILITY COVERAGE FORM**

This Paragraph f. applies separately to you and any additional insured.

**3. Financial Responsibility Laws**

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

**4. Legal Action Against Us**

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**5. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

**7. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:



**a. Primary Insurance**

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

**BUSINESS LIABILITY COVERAGE FORM**

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**\* (b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**\* b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

TAB — F



**CITY COUNCIL  
AGENDA BILL  
AB 18-32**

**Meeting Date: May 7, 2018**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT: Bolstad Restroom Bond Ordinance 952</b>	<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	
<b>COST: N/A</b>		
<b>SUMMARY STATEMENT:</b> This is a bond issue to renovate the Bolstad Restrooms. The bond is for \$230,000 payable over 10 years with a total interest payment of \$59,669.62.		
<b>RECOMMENDED ACTION:</b> Adopt Ordinance 952		

## ORDINANCE NO. 952

**AN ORDINANCE of the City of Long Beach, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of a \$230,000 aggregate principal amount of limited tax general obligation bond to provide funds to finance the repair and replacement of existing public restrooms and to pay the costs of issuance and sale of the bond; fixing certain terms and covenants of the bond; and providing for other related matters.**

**THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1. Definitions.** As used in this ordinance, the following capitalized terms shall have the following meanings:

- (a) “*Bank*” means Bank of the Pacific, or its successors or assigns.
- (b) “*Bond*” means the \$230,000 aggregate principal amount City of Long Beach, Washington Limited Tax General Obligation Bond, 2018, issued pursuant to and for the purposes provided in this ordinance.
- (c) “*Bond Counsel*” means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.
- (d) “*Bond Fund*” means the Limited Tax General Obligation Bond Fund, 2018, of the City created for the payment of the principal of and interest on the Bond.
- (e) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of the Bond.
- (f) “*Bond Registrar*” means the City’s Clerk/Treasurer, or any successor bond registrar selected by the City.
- (g) “*City*” means the City of Long Beach, Washington, a municipal corporation duly organized and existing under the laws of the State.
- (h) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.
- (i) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.
- (j) “*Issue Date*” means, with respect to the Bond, the date of initial issuance and delivery of the Bond to the Bank in exchange for the purchase price of the Bond.

(k) “*Project*” means the repair and replacement of the City’s existing public restrooms and other capital purposes, as deemed necessary and advisable by the City. Incidental costs incurred in connection with carrying out and accomplishing the Project, consistent with RCW 39.46.070, may be included as costs of the Project.

(l) “*Project Fund*” means the fund or account designated or created by the City for the purpose of carrying out the Project.

(m) “*State*” means the State of Washington.

**Section 2. Findings and Determinations.** The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority and Description of Project.* The City is in need of repairs and replacements to the existing public restrooms and other capital improvements, if approved by the City Council. The City Council therefore finds that it is in the best interests of the City to carry out the Project.

(b) *Plan of Financing.* Pursuant to applicable law, including without limitation chapters 35.37, 39.36, 39.44, 39.46 and 39.52 RCW, the City is authorized to issue general obligation bonds for the purpose of financing the Project. The total expected cost of the Project is approximately \$250,000, which is expected to be made up of proceeds of the Bond, grants and other available money of the City.

(c) *Debt Capacity.* The amount of indebtedness authorized by this ordinance is \$230,000. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:

- (1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2018 is \$279,302,768.
- (2) As of May 1, 2018, the City had limited tax general obligation indebtedness, consisting of bonds and loans outstanding in the principal amount of \$450,632, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.
- (3) As of May 1, 2018, the City had no unlimited tax general obligation indebtedness.

(d) *The Bond.* For the purpose of providing the funds necessary to carry out the Project and to pay the costs of issuance and sale of the Bond, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bond to the Bank, pursuant to the terms set forth in the Bank’s proposal and this ordinance.

**Section 3. Authorization of the Bond.** The City is authorized to borrow money on the credit of the City and issue a negotiable limited tax general obligation bond evidencing

indebtedness in the aggregate principal amount of \$230,000 to provide funds necessary to carry out the Project and to pay the costs of issuance and sale of the Bond. The proceeds of the Bond allocated to paying the cost of the Project shall be deposited as set forth in Section 8 of this ordinance and shall be used to carry out the Project, or a portion of the Project, in such order of time as the City determines is advisable and practicable.

**Section 4. Description of the Bond.** The Bond shall be called the City of Long Beach, Washington, Limited Tax General Obligation Bond, 2018, and shall be issued in the aggregate principal amount of \$230,000. The Bond shall be dated the Issue Date, shall be numbered separately in the manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification. The Bond shall mature on April 15, 2028 and shall bear interest at the rate of 4.60% per annum (computed on the basis of a 360-day year of 12-30 day months), payable semiannually as set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

**Section 5. Bond Registrar; Registration and Transfer of the Bond.** Pursuant to RCW 39.46.030(4) the City's Clerk/Treasurer shall serve as initial fiscal agent for the City (the "Bond Registrar") with respect to the Bond and is authorized, on behalf of the City, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this ordinance. The Bond shall be issued only in registered form as to both principal and interest and shall be recorded on books or records maintained by the Bond Registrar (the "Bond Register"). The Bond Register shall contain the name and mailing address of the owner of the Bond.

Upon a determination by the Clerk/Treasurer that maintenance of the duties of the Bond Registrar is no longer convenient, the fiscal agent of the State of Washington shall act as Bond Registrar.

The Bond Registrar shall keep, or cause to be kept, at its office, sufficient books for the registration, assignment or transfer of the Bond, which books shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond transferred or exchanged in accordance with the provisions of the Bond and this ordinance, to serve as the City's paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this ordinance.

The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on the Bond.

The Bond may be assigned or transferred only in whole by the registered owner to a single investor that is a financial institution or a person who is reasonably believed to be a qualified institutional buyer or accredited investor within the meaning of the applicable federal securities laws. Any transfer shall be without cost to the owner or transferee, except for governmental charges imposed on any such transfer or exchange. The Bond Registrar shall not be obligated to exchange or transfer the Bond during the 15 days preceding any installment or prepayment date. When the Bond has been paid in full, both principal and interest, the Bond shall be surrendered to the Bond Registrar, who shall cancel the Bond.

**Section 6. Form and Execution of the Bond.**

(a) *Form of the Bond; Signatures and Seal.* The Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. The Bond shall be signed by the Mayor and the Clerk/Treasurer, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on the Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, the Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. The Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only the Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate of Authentication. This Bond is the fully registered City of Long Beach, Washington, Limited Tax General Obligation Bond, 2018, described in the Bond Ordinance.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

**Section 7. Payment of the Bond.** Both principal of and interest on the Bond shall be payable in lawful money of the United States of America and shall be paid by electronic transfer, unless payment by check or draft of the Bond Registrar is permitted by the Bank, and sent to the Bank so that the Bank receives said payments when due at the address appearing on the Bond Register. Upon receipt of the final installment payment of principal of and interest on the Bond, whether at maturity or upon prepayment, the Bank shall present and surrender the Bond to the Bond Registrar to be destroyed or cancelled in accordance with law. The City and the Bond Registrar may deem and treat the Bank of the Bond as the absolute owner of the Bond for the purpose of receiving payment of principal and interest and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary other than proper notice of assignment or transfer.

**Section 8. Funds and Accounts; Deposit of Proceeds.**

(a) *Bond Fund.* The Bond Fund is created as a special fund of the City for the sole purpose of paying principal of and interest on the Bond. Bond proceeds in excess of the amounts needed to pay the costs of the Project and the costs of issuance, if any, shall be deposited into the Bond Fund. All amounts allocated to the payment of the principal of and interest on the Bond shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bond. The principal of and interest on the Bond shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that fund.

(b) *Project Fund.* The Project Fund is a fund of the City to be used to pay the costs of the Project. Proceeds received from the sale and delivery of the Bond shall be deposited into the Project Fund and used to pay the costs of the Project and costs of issuance of the Bond. Until needed to pay such costs, the City may invest those proceeds temporarily in any legal investment, and the investment earnings shall be retained in the Project Fund and used for the purposes of that fund, except that earnings subject to a federal tax or rebate requirement (if applicable) may be withdrawn from the Project Fund and used for those tax or rebate purposes.

**Section 9. Prepayment.** The City reserves the right and option to prepay and redeem at any time prior to its stated maturity date any or all of the principal amount of the Bond outstanding, without penalty, at par plus accrued interest to the date of prepayment. The City shall provide the Bank with written notice of any intended prepayment prior to such prepayment date. Interest on the principal amount of the Bond called for prepayment shall cease to accrue on the date fixed for prepayment unless the principal amount called for prepayment is not paid on the prepayment date.

**Section 10. Failure to Pay Installments; No Acceleration.** If any payment of the Bond is not paid when due, the City shall be obligated to pay interest on that installment at the same rate provided in the Bond until that payment is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund (as hereinafter created and defined) and the principal represented by such installment has been called for payment by giving notice of that call to the Bank. The Bond is not subject to acceleration upon the occurrence of a payment default.

**Section 11. Pledge of Taxes.** The Bond constitutes a general indebtedness of the City and is payable from tax revenues of the City and such other money as is lawfully available, including any lodging taxes, and pledged by the City for the payment of principal of and interest on the Bond. For as long as the Bond is outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bond as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bond and such pledge shall be enforceable in mandamus against the City.

**Section 12. Tax Covenants; Designation of the Bond as a “Qualified Tax-Exempt Obligation.”**

(a) *Preservation of Tax Exemption for Interest on the Bond.* The City covenants that it will take all actions necessary to prevent interest on the Bond from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bond or other funds of the City treated as proceeds of the Bond that will cause interest on the Bond to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bond, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bond.

(b) *Post-Issuance Compliance.* The City Administrator or Clerk/Treasurer are authorized and directed to review and update the City’s written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bond from being included in gross income for federal tax purposes.

(c) *Designation of the Bond as a “Qualified Tax-Exempt Obligation.”* The City designates the Bond as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Code, and makes the following findings and determinations:

- (1) the Bond does not constitute a “private activity bond” within the meaning of Section 141 of the Code;
- (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Bond is issued will not exceed \$10,000,000; and
- (3) the amount of tax-exempt obligations, including the Bond, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Bond is issued does not exceed \$10,000,000.

**Section 13. Sale and Delivery of the Bond.**

(a) *Approval of Bank Proposal.* The Bank has presented a proposal (the “Proposal”) to the City offering to purchase the Bond under the terms and conditions provided therein at the fee of \$2,000. The City Council finds that the Proposal is in the City’s best interest and has heretofore accepted the offer contained therein.

(b) *Preparation, Execution and Delivery of the Bond.* The Bond will be prepared at City expense and will be delivered to the Bank in accordance with the Proposal and this ordinance, together with the approving legal opinion of Bond Counsel regarding the Bond.

**Section 14. Reporting Requirements.** With respect to the Bond, the City is exempt from the official statement and ongoing disclosure requirements of the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934.

The City hereby covenants and agrees for as long as the Bond remains outstanding, it will provide (a) annually to the Bank copies of its unaudited annual financial report, and its audited annual financial report both within a reasonable amount of time, not to exceed 120 days from receipt; and (b) each annual budget of the City as they become available, and such other information as the Bank may reasonably request from time to time.

**Section 15. Supplemental and Amendatory Ordinances.** The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Bank:

(a) To add covenants and agreements that do not materially adversely affect the interests of Bank, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Bank.

**Section 16. General Authorization and Ratification.** The Mayor, City Administrator, Clerk/Treasurer and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Bond to the Bank and for the proper application, use and investment of the proceeds of the Bond. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

**Section 17. Severability.** The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

**Section 18. Effective Date of Ordinance.** This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Long Beach, Washington, at an open public meeting thereof, this 7<sup>th</sup> day of May, 2018.

---

Jerry Phillips, Mayor

ATTEST:

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Helen Bell, City Clerk

APPROVED AS TO FORM:

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Bond Counsel

**EXHIBIT A**

**PAYMENT SCHEDULE**

<u>Payment Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>	<u>Total</u>
10/15/2018	\$ 9,751.86	\$ 4,731.61	\$ 14,483.47
04/15/2019	9,361.48	5,121.99	14,483.47
10/15/2019	9,552.24	4,931.23	14,483.47
04/15/2020	9,775.60	4,707.87	14,483.47
10/15/2020	10,004.18	4,479.29	14,483.47
04/15/2021	10,261.32	4,222.15	14,483.47
10/15/2021	10,478.06	4,005.41	14,483.47
04/15/2022	10,743.62	3,739.85	14,483.47
10/15/2022	10,974.30	3,509.17	14,483.47
04/15/2023	11,248.68	3,234.79	14,483.47
10/15/2023	11,493.94	2,989.53	14,483.47
04/15/2024	11,762.71	2,720.76	14,483.47
10/15/2024	12,037.76	2,445.71	14,483.47
04/15/2025	12,331.07	2,152.40	14,483.47
10/15/2025	12,607.59	1,875.88	14,483.47
04/15/2026	12,911.03	1,572.44	14,483.47
10/15/2026	13,204.29	1,279.18	14,483.47
04/15/2027	13,518.36	965.11	14,483.47
10/15/2027	13,829.16	654.31	14,483.47
04/15/2028	14,152.75	330.94	14,483.69
	<u>\$ 230,000.00</u>	<u>\$ 59,669.62</u>	<u>\$ 289,669.62</u>

## CERTIFICATION

I, the undersigned, City Clerk/Treasurer of the City of Long Beach, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 952 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on May 7, 2018, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date is expected to be May 16, 2018.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: May 8, 2018.

CITY OF LONG BEACH, WASHINGTON

\_\_\_\_\_  
City Clerk/Treasurer

TAB – G



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

April 18, 2018

The Honorable Jerry Phillips  
Mayor  
City of Long Beach  
P.O. Box 310  
Long Beach, WA 98631

RE: Addition of land application site to Coverage under the General Biosolids Permit

Dear Mayor Phillips:

The purpose of this letter is to notify you that the Department of Ecology (Ecology) is approving the addition of the new land application acreage to your coverage under the Washington State General Permit for Biosolids Management.

This approval is in accordance with provisions of Chapter 173-308 WAC - Biosolids Management. The approval is for the site as described in the Site Specific Land Application Plan (SSLAP) dated April 2018. The site is located in Section 30, Township 10N, Range 10W. This approval is based on the Determination of Non-Significance signed November 14, 2017 and the Long Beach WWTP Specific Land Application Plan dated April 2018.

You must also comply with the following requirements as a condition of this approval:

1. Permit application and associated plans:
  - a. Biosolids Sampling and Analysis: Unless otherwise approved, the sampling and analysis of biosolids must follow the plan approved for use by the Long Beach WWTP dated April 2018. Any deviation to this plan must be authorized by Ecology.
  - b. Spill Prevention and Response: Unless otherwise approved, the spill prevention and response plan for transportation of biosolids must follow the plan approved for use by the Long Beach WWTP. Any deviation to this plan must be authorized by Ecology.
  - c. Soil sampling and analysis: Unless otherwise approved, the sampling and analysis of soil must follow the plan approved for use by the Long Beach WWTP dated April 2018. Any deviation to this plan must be authorized by Ecology.
2. The only source of approved biosolids for land application at the Long Beach Application site is the Long Beach WWTP. No other biosolids sources are allowed to be staged, stored, or land applied on the application site unless authorized by Ecology.

3. Buffers/setbacks:

- a. All buffers/setbacks must be visibly marked (e.g. flags, cones, etc.) and application personnel must be knowledgeable and aware of the buffers. Land application must not commence until appropriate buffers have been marked.
- b. Long Beach must notify Ecology at least 14 days prior to any anticipated application in order to provide the opportunity for Ecology to visit the site before, during, or after application.
- c. Depth to high-water table: A verification that groundwater at the site is greater than, or equal to three feet below ground surface must be conducted prior to commencement of land application in the locations indicated in the SSLAP. Additionally, records of the verification must be kept for Ecology review.

4. Agronomic application rates:

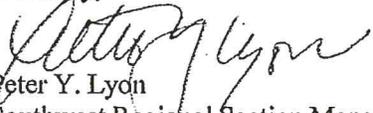
- a. Long Beach must keep records of specifically which areas of the site have received application and the rate at which application occurred.
- b. Post application soil sampling results must be used to inform proposed agronomic rates for subsequent applications. Each year, Long Beach must submit to Ecology an evaluation document proposing whether the application rate should be adjusted or remain consistent with the rates proposed in the SSLAP.
- c. Prior to application to any portion of the site for a second season, Long Beach must notify Ecology of the proposed application rate at least 14 days in advance of anticipated application.

In any case, where the provisions of approval are in conflict with those of the overarching permit coverage held by Long Beach, the more stringent requirement will prevail, unless otherwise approved by Ecology.

Any person aggrieved by a decision of the department made in accordance with provisions of Chapter 173-308 WAC may appeal that decision as provided by applicable law including, but not limited to, Chapters 43.21 and 34.05 RCW. You have the right to appeal this decision to the Pollution Control Hearings Board (PCHB) within 30 days of receipt. "Date of receipt" is defined in RCW 43.218.001(2).

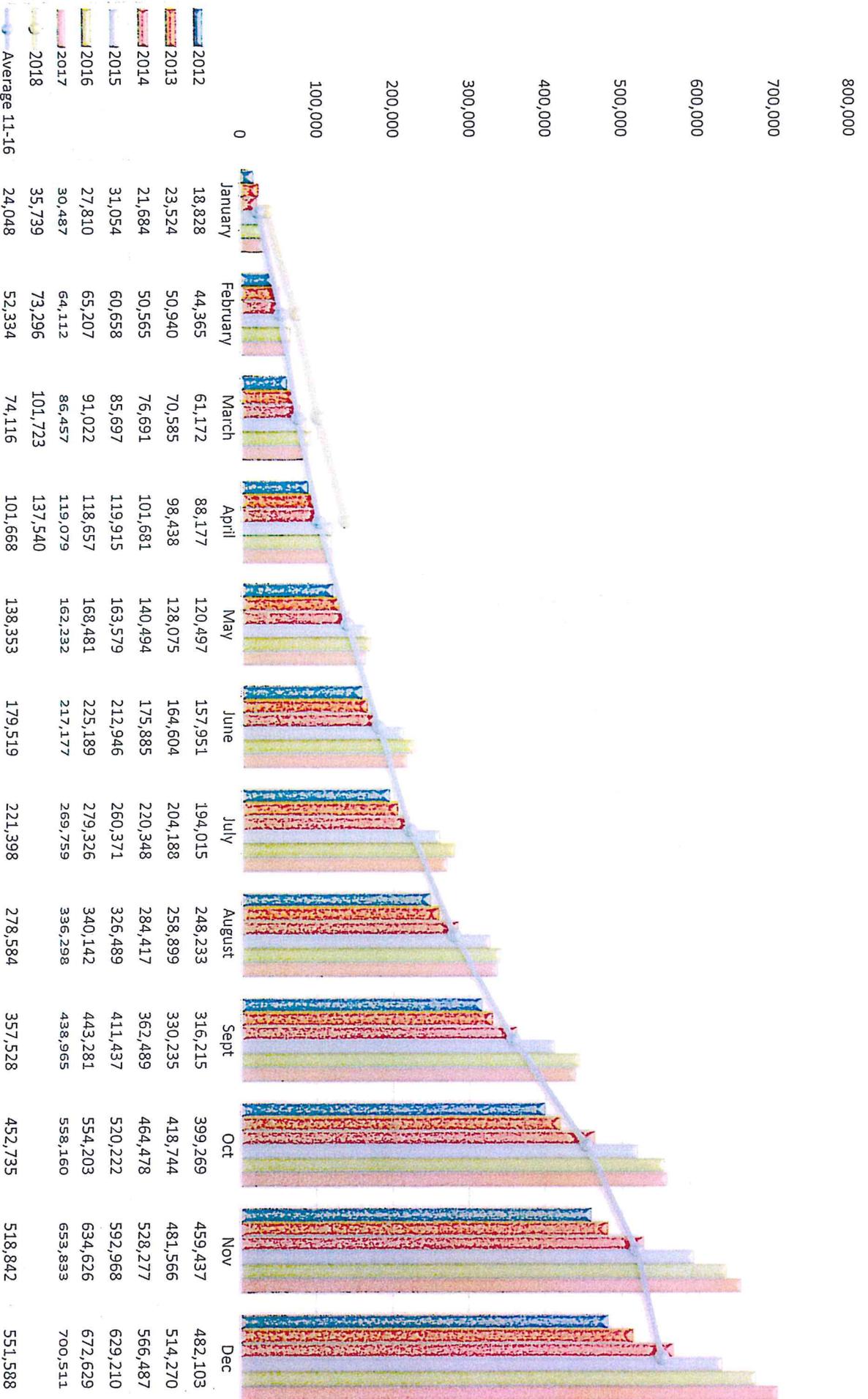
If you have any questions contact the Southwest Regional Biosolids Coordinator, Kelsey Dunne, at 360-407-6055 or [Kelsey.Dunne@ecy.wa.gov](mailto:Kelsey.Dunne@ecy.wa.gov).

Sincerely,

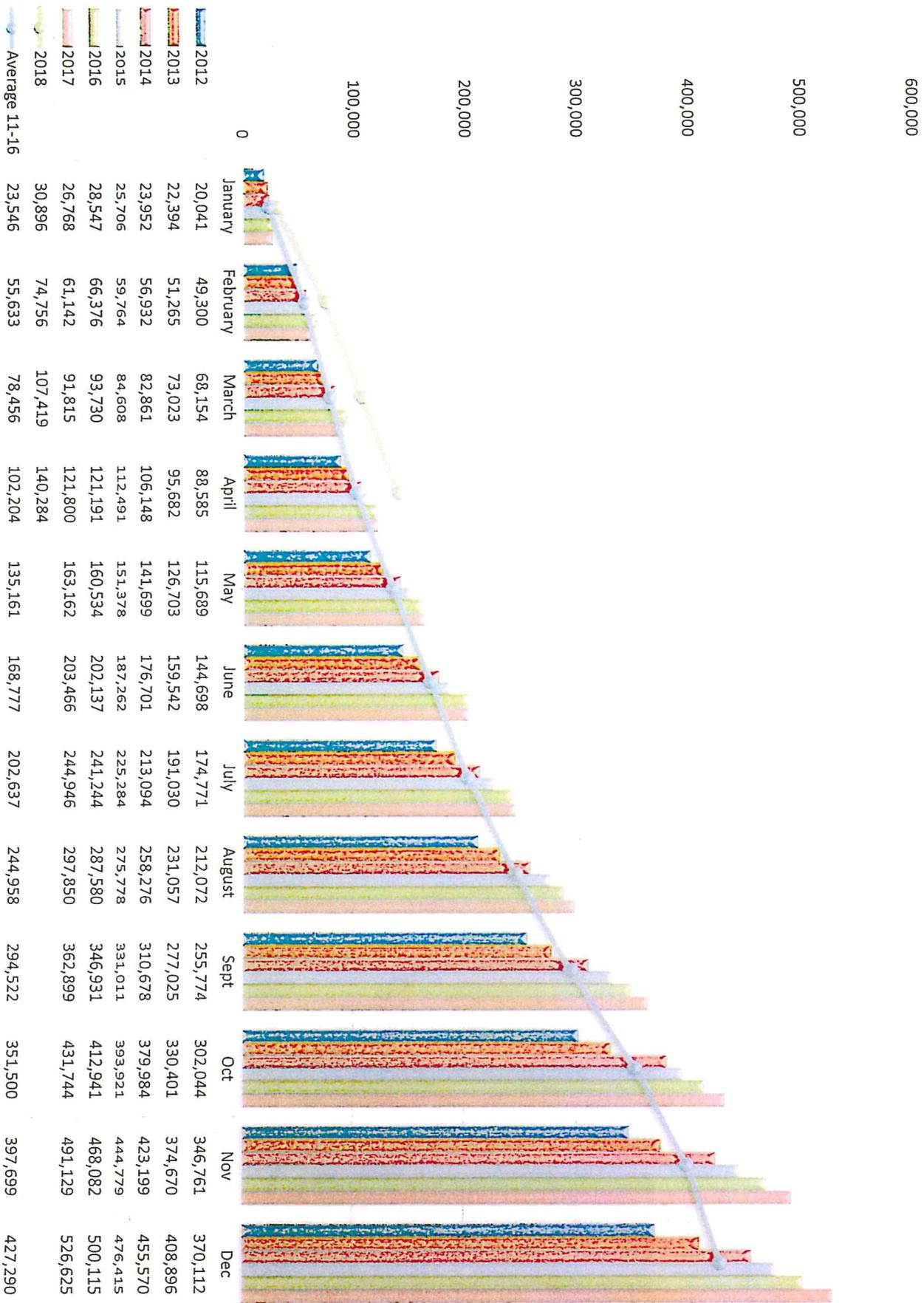
  
Peter Y. Lyon  
Southwest Regional Section Manager  
Waste 2 Resources Program

cc: Kyle Dorsey, Department of Ecology  
Kelsey Dunne, Department of Ecology  
John Goulter, City of Long Beach  
Don Zeurn, City of Long Beach  
David Glasson, City of Long Beach  
Shawn Humphreys, Pacific County Health Department  
Nancy Lockett, Gray & Osborne

# Lodging Tax Collections

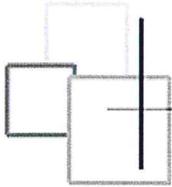


# Sales Tax Collectors



# Ariel Smith

**From:** David Glasson  
**Sent:** Monday, April 30, 2018 8:00 AM  
**To:** Jerry Phillips; David Glasson; Ariel Smith; clerk@ilwaco-wa.gov  
**Subject:** Permit Directory was executed at 4/30/2018 8:00:06 AM



## Permit Directory

Permit List: All Permits  
 Permit Year: 2018

Permit Number	Applicant	Applicant Type	Property	Permit Status	
<b>Accessory Structure - Ilwaco</b>					
IL-180410	Currie, Mark	Owner	903 Lake St SE	Pending	
IL-180416	Robinson, Bob & Barb	Owner	6908 Rochelle Way	Pending	
			<b>Type Total</b>		<b>2</b>
<b>Accessory Structure - Long Beach</b>					
LB-171229	Lake, Walter	Owner	411 N Ocean Beach Blvd	Completed / Closed	
LB-180111	Shull, Gary L.	Owner	100 NE 17th ST	Issued	
LB-180122-C	Dr. Roof, INC.	Contractor	106 Sid Snyder Dr W	Completed / Closed	
LB-180404	Ace Construction & Repair	Contractor	1802 California Ave S	Issued	
LB-180411	Sheehan, Colleen	Owner	323 9th St NE	Pending	
			<b>Type Total</b>		<b>5</b>
<b>Demo - LB</b>					
LB-180221	Aasen, Joe	Owner	112 SE 17th ST	Issued	
LB-180331	Hart, Pat		115 8th St SE	Issued	
LB-180402	EFA	Designer	1004 N Pacific Ave	Issued	
LB-180423	Janas, Diane	Owner	105 22nd St NE	Pending	
			<b>Type Total</b>		<b>4</b>
<b>Fence Permit</b>					
F-2018-1	Sawyer, Jim & Joy	Owner	404 SW 17th St	Completed / Closed	
F-2018-2	Mauch, Andrew		1518 Washington Ave N	Completed / Closed	
			<b>Type Total</b>		<b>2</b>
<b>Manufactured Home - LB</b>					
LB-180308	Veazee, Richard	Owner	309 Pioneer Rd E	Issued	
			<b>Type Total</b>		<b>1</b>
<b>Mechanical - IL</b>					
IL-180227	Rice, Donald	Owner	511 Fourth St SW	Issued	
IL-180321	Active Enterprises Inc	Contractor	314 Second St	Completed / Closed	
IL-180323	Sunset Air, INC.	Contractor	174 First Ave N	Issued	
IL-180325	Pearson, Kathy & Jeff	Owner	3013 Lighthouse Keepers Rd	Issued	
IL-180405	Ocean Beach Hospital	Owner	174 First Ave N	Issued	
IL-180412	Active Enterprises Inc	Contractor	2144 Reservoir Rd	Completed / Closed	
IL-180417	Diamond Heating	Contractor	193 Robert Gray Dr	Pending	
IL-180425	Weichal, Travis	Unknown	303 First Ave S	Pending	
			<b>Type Total</b>		<b>8</b>

Mechanical -LB

LB-180110	Bankert, Kathleen Q.	Unknown	105 N 13th ST	Completed / Closed
LB-180206	Stowe Mechanical	Contractor	901 S Pacific Ave	Completed / Closed
LB-180209	Stowe Mechanical	Contractor	510 S Washington Ave	Issued
LB-180223	P & L Johnson Mechanical Inc	Contractor	101 Pacific Ave N	Issued
LB-180227	Lake, Walter	Owner	411 N Ocean Beach Blvd	Issued
LB-180319	Stowe Mechanical	Contractor	400 Pacific Ave N	Issued
LB-180410	Patty's Fish Tacos	Unknown	400 Pacific Ave S	Issued
LB-180417	Diamond Heating	Contractor	218 SW 18th ST	Pending
<b>Type Total</b>				<b>8</b>

New SFR - IL

IL-180320	EFA	Contractor	3032 Ocean View Ct.	Pending
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Page 1 of 2

Permit Directory

Permit Number	Applicant	Applicant Type	Property	Permit Status	
IL-180406	Oman, Stephen & Blair	Owner	750 Lakeview Dr	Pending	
IL-180419	Clarno, Troy & Jan	Owner	1739 SR 101	Pending	
<b>Type Total</b>					<b>3</b>
<b>New SFR - LB</b>					
LB-180216	Vikhrenko, Leonid	Owner	2711 Seacrest Ave N	Issued	
LB-180405	Atlas Home Construction	Owner	706 Shoreview Dr N	Issued	
LB-180411-B	Janas, Diane	Owner	105 22nd St NE	Pending	
<b>Type Total</b>					<b>3</b>
<b>Plumbing Only - LB</b>					
LB-180412	Tranquility Partners LLC	Owner	800 Washington Ave N	Issued	
<b>Type Total</b>					<b>1</b>
<b>Renovation/Addition - Ilwaco</b>					
IL-180214	Haldeman, Nick	Owner	107 Cougar Trot Dr	Issued	
IL-180216	Delzell, Steve	Owner	7109 Scarboro Ln N	Issued	
IL-180324	Wise, Dana F.	Owner	1132 Cooks Rd NE	Issued	
<b>Type Total</b>					<b>3</b>
<b>Renovation/Addition - LB</b>					
LB-180103	Rozenkranz, Kim & Donna	Owner	1806 N Pacific Ave	Cancelled/Void/Expired App - No Permit Issued	
LB-180217	Carolina Company	Contractor	510 & 512 N Ocean Beach Blvd	Issued	
LB-180226	Dave Haugsten Const		110 7th St NE	Issued	
LB-180322	Freiheit & Ho Architects	Designer	100 16th St SE	Pending	
LB-180330	Stotts, Kaarina M	Owner	811 Pacific Ave S	Issued	
LB-180413	Miller, Isaac	Owner	101 Pacific Ave S	Pending	
LB-180417-B	Olson, Karen	Owner	110 7th St NE	Pending	
<b>Type Total</b>					<b>7</b>
<b>Right-of-Way Work Permit</b>					
RW-180312	Pacific Co PUD #2	Unknown	510 & 512 N Ocean Beach Blvd	Issued	
<b>Type Total</b>					<b>1</b>
<b>Structural Repair/Misc - Ilwaco</b>					
IL-180115	EFA	Contractor	1113 Iris Ave SE	Completed / Closed	
IL-180330	Ocean Beach Hospital	Owner	174 First Ave N	Issued	
IL-180423	Big Tuna Construction	Contractor	2150 Klahanee Dr	Pending	
<b>Type Total</b>					<b>3</b>
<b>Structural Repair/Misc - LB</b>					
LB-180122	Shoecraft, Fredrick & Cassandra	Owner	204 E Pioneer Rd	Completed / Closed	
LB-180122-B	Dr. Roof, INC.	Contractor	901 S Pacific Ave	Completed / Closed	
LB-180307	Chautauqua Lodge	Owner	304 NW 14th St	Issued	
LB-180420	EFA	Contractor	115 Pacific Ave S	Issued	
<b>Type Total</b>					<b>4</b>

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The report is accessible at the following address:

[http://l-finance/ReportServer\\_VISIONSQL?%2FVision%20Reporting%20Services%2FPermits%2FPermit%20Directory&ApplicantLike%30000-0000-0000-000000000000&PropertyLike%3Aisnull=True&PrintParameters=0&rs%3AParameterLanguage=en-US](http://l-finance/ReportServer_VISIONSQL?%2FVision%20Reporting%20Services%2FPermits%2FPermit%20Directory&ApplicantLike%30000-0000-0000-000000000000&PropertyLike%3Aisnull=True&PrintParameters=0&rs%3AParameterLanguage=en-US)



# Certificate of Competency

## Matthew T Wood

is hereby certified as a Waterworks Operator in the State of Washington.  
This individual has met the established qualifications of the Washington State Department of Health  
and has passed the Waterworks Operator Certification exam for this classification.

**Classification:** WDS - Water Distribution Specialist

**Certification Number:** 014167

Deni Gray, Program Manager,  
Waterworks Operator Certification Program

April 18, 2018

Date

*This certificate shall be in full force and effect when accompanied by an annual validation card.*



HELPING TO ENSURE SAFE AND RELIABLE DRINKING WATER

# Parks - Streets - Storm Water April Monthly Report

## ***Monthly***

Safety Meetings

## ***Bi-Monthly***

Staff Meetings

## ***Mondays***

### ***Street Sweeping***

Backpack Blowing of sidewalks and brick parks

Boardwalk and dune trail Maintenance

## ***Thursdays***

Mowing the mini parks and ball fields

## ***Daily***

Restroom maintenance

Garbage maintenance

## ***Festivals / Events /set up and tear down***

Softball and baseball

Clam fest

## ***Training***

Brad Gilbertson and Gary Kirby Attended a 2 day Pesticide class to get certified.

- 1 .Pressure washing the sidewalks planters and brick walkways
2. Painting the curbs parking lots
3. Fixed 2 street lights in town and 2 on Ocean beach blvd
4. Installed a stop ahead sign and a thermo plastic stop bar at pioneer and hwy 103
5. Fertilized the mini parks and ball fields and sprayed the fence lines

6. Put moss out on the city hall roof
7. Turned the water on the board walk and charged all the drinking fountains
8. Turned all the water on to the planters
9. Demo the floor and put in a drain line for a sump pump at the old kite musuem
10. Installed new rope and hardware for the flag pole at the police station
11. Pot Hole maintenance put out cold patch
- 12 .Pressure washed and painted the portable staging and railing
13. Shoulder rock
- !4. Installed posts cable and signage for the 4<sup>th</sup> street fire lane
15. Repaired the damage light pole at 9<sup>th</sup> south and pacific hwy
- 16 .Mowing the right of ways with the john deere tractor
17. Changed the events banner patches to May and June events.

# Long Beach Police

P.O. Box 795  
Long Beach, WA 98631

lbpdchief@centurytel.net

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

05-01-18

Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for April 2018

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

## Long Beach

**419** Total Incidents  
Aid Call Assists: 4  
Alarms: 4  
Animal Complaints: 1  
Assaults: 6  
Assists: 63  
(Includes 21 Law Enforcement Agency Assists Outside City Boundaries)  
Burglaries: 1  
Disturbance: 14  
Drug Inv.: 2  
Fire Call Assists: 3  
Follow Up: 130  
Found/Lost Property: 14  
Harassment: 9  
Malicious Mischief: 0  
MIP – Alcohol: 0  
MIP – Tobacco: 0  
Missing Persons: 2  
Prowler: 1  
Runaway: 0  
Security Checks: 44  
Suspicious: 25  
Thefts: 18  
Traffic Accidents: 3  
Traffic Complaints: 16  
Traffic Tickets: 1  
Traffic Warnings: 37  
Trespass: 2  
Warrant Contacts: 4  
Welfare Checks: 15

## Ilwaco (Includes 10 Calls At Port)

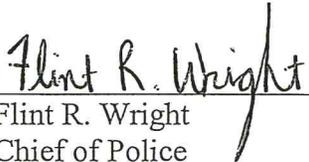
**240** Total Incidents  
Aid Call Assists: 1  
Alarms: 5  
Animal Complaints: 3  
Assaults: 3  
Assists: 28  
Burglaries: 1  
Disturbance: 16  
Drug Inv.: 8  
Fire Call Assists: 1  
Follow Up: 80  
Found/Lost Property: 1  
Harassment: 6  
Malicious Mischief: 4  
MIP – Alcohol: 0  
MIP – Tobacco: 0  
Missing Persons: 1  
Prowler: 2  
Runaway: 0  
Security Checks: 6  
Suspicious: 16  
Thefts: 5  
Traffic Accidents: 1  
Traffic Complaints: 10  
Traffic Tickets: 7  
Traffic Warnings: 19  
Trespass: 3  
Warrant Contacts: 6  
Welfare Checks: 7

On April 10<sup>th</sup> Officer Tim Mortenson attended training. The training was titled, "Immediate Inter-Agency Response During A Crises". The class looked at the mass shooting at the Orlando Pulse Night Club on June 12<sup>th</sup>, 2016 and lessons learned.

I attended training on the 17<sup>th</sup>. The class title was "Homicide in America". It looked at school safety and proactive measures that can be taken, youth culture and current trends as well as warning signs and triggers.

The entire department received training on April 27<sup>th</sup>. The training was for the use of the drug naloxone which is commonly known as "narcan". This is used to assist subjects who are overdosing on opioids such as heroin, morphine, fentanyl etc. We have all been given doses of narcan which were obtained through a grant from the Pacific County Health Department.

Deputy Chief Meling conducted a "prescription drug take back event" on the 28<sup>th</sup>. Approx. 100 pounds of prescription medications were collected for destruction.

  
\_\_\_\_\_  
Flint R. Wright  
Chief of Police



# WCMA

## Washington City/County Management Association

A State Affiliate of ICMA

### WCMA Membership

[Membership Details](#)

Aimy Enriquez

(206) 625-1300 [Email Us](#)

#### Personal Information

**Registration ID:** 108687964

**Renewal Date:** 1/2/2019

**Member:** Ariel Smith  
Community Development Director  
City of Long Beach  
PO Box 310  
Long Beach, WA 98631

**Membership Date:** 4/26/2018 5:43 PM

**Member Type:** Full Member (Salary \$100K or Less)

**Status:** Confirmed

**Work Phone:** 360-642-4421

**Email:** asmith@longbeachwa.gov

**Region Number:** 3

**Year Joined:** 2018



#### Recurring Fees

Fee	Quantity	Unit Price	Amount
Fee			
Full Member (Salary \$100K or Less)	1	\$185.00	\$185.00
Subtotal:			\$185.00
Membership Fees for This Year:			\$185.00
Renew your membership on 1/2/2019.			

**Transactions**

Transaction Type	Date	Amount	Balance
Transaction Amount	4/26/2018	\$185.00	\$185.00
Online Credit Card Payment (*****8878) <a href="#">Details</a>	4/26/2018	(\$185.00)	\$0.00
<b>Current Balance:</b>			<b>\$0.00</b>

**Payment Method**

**Payment Method:** Credit Card (Visa)

The online credit card payment for this event will be listed on your credit card statement with the name **Washington City/Co.**

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