



AGENDA – Monday, July 2, 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 18-15 2018 Code Amendments – TAB A

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 B

All matters, which are listed within the consent section of the agenda, have been distributed to each member of the Long Beach City Council for reading and study. Items listed are considered routine by the Council and will be enacted with one motion unless a Council Member specifically requests it to be removed from the Consent Agenda to be considered separately. Staff recommends approval of the following items:

- Minutes, June 18, 2018 City Council Meeting
- Payment Approval List for Warrant Registers 57937-57961 & 83586-83655 for \$212,673.40

BUSINESS

- **AB 18-44 – 17th ST NW Partial Street Vacation – PUBLIC HEARING continuation - TAB C**
- **AB 18-45 - Washington State DOE Financial Assistance Agreement – TAB D**
- **AB 18-46 – Lodging Tax Fund Request – Reusable Bag Campaign – TAB E**

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS – TAB F

- **Permit Directory – Building Permits**
- **Lodging Tax Collations**
- **Sales Tax Collections**

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop.
July 16, 2018, August 6, 2018 & August 20, 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 18-15**

Meeting Date: July 2, 2018

AGENDA ITEM INFORMATION		
SUBJECT: 2018 Code Amendments	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: Unknown	Water/Wastewater Supervisor	
<p>SUMMARY STATEMENT: Discussion on possible code amendments, gathering input from staff and Council.</p> <p>Food Truck Regulations</p> <ul style="list-style-type: none"> Staff has prepared a series of discussion points to go over in this workshop. This is the first of two workshops dedicated to this topic. 		

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.

Chapter 5.57
MOBILE AND ITINERANT VENDOR CODE

Sections

- 5.57.010 Short title.
- 5.57.020 Purpose.
- 5.57.030 Definitions.
- 5.57.040 License – Required.
- 5.57.050 Exemptions.
- 5.57.060 Limitation on activities permitted by stationary vendor license.
- 5.57.070 Limitation on activities permitted by mobile vendor license.
- 5.57.080 Application.
- 5.57.090 Investigation and determination.
- 5.57.100 Fees.
- 5.57.110 Expiration of license.
- 5.57.120 Exhibition of license – Transfer.
- 5.57.130 Health regulations.
- 5.57.140 Stationary vendor standards.
- 5.57.150 Mobile vendor standards.
- 5.57.160 Mobile vendor insurance requirement.
- 5.57.170 Revocation of license.
- 5.57.180 Appeal.

5.57.010 Short title.

This chapter shall be entitled and may be referenced as the city's mobile and itinerant vendor code. [Ord. 1239 § 2, 1999.]

5.57.020 Purpose.

The purpose of this chapter is to:

- (1) Maintain the aesthetic attractiveness of city rights-of-way (as defined in chapter 12.04 DMMC) and city property, including without limitation the marina, Des Moines Beach Park and Redondo Beach Park;
- (2) Promote public safety and orderly movement of pedestrians and, where designated, drivers who use city rights-of-way and/or city property;
- (3) Protect the city's business community by eliminating the inequity faced by stationary businesses that compete with itinerant and mobile businesses who may be operating without city business licenses and outside the regulatory authority of the city, which unfair competition threatens to erode city tax revenues and undermine the strength of its commercial life;
- (4) Reduce the potential for urban blight by encouraging development of permanent structures from which businesses can operate in the city;
- (5) Establish better recordkeeping and data collection practices which can assist police in improving safety and reducing crime throughout the city; and
- (6) Promote compliance with relevant building, fire, health and safety codes by those who wish to conduct business within the city of Des Moines. [Ord. 1239 § 3, 1999.]

5.57.030 Definitions.

(1) Use of Words and Phrases. As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

(2) "Concessionaire" means a person, firm or corporation engaged in the sale of food or other goods or services at the marina, in a city park, on designated city rights-of-way, or on other city property, including without limitation those who operate or maintain a concession stand, in accordance with a written agreement or franchise therefor as lawfully approved in writing by the city manager.

(3) "Food" has its usual and ordinary meaning, and includes all items designed for human consumption, including, but not limited to, ice cream, candy, gum, popcorn, hotdogs, sandwiches, peanuts, soft drinks, coffee and dairy products.

(4) "Itinerant vendor" means a person, firm or corporation, whether as owner, agent, consignee, or employee, whether a resident of the city or not, who engages in a business of selling goods, wares, food, fishing bait or gear, merchandise of any kind or description and who commonly conducts such business either (a) in or about a structure that is not permanently affixed to real property, or (b) by traveling from place to place, customer to customer, or client to client (as such terms are commonly known) for the purpose of conducting business with customers or clients located within the city of Des Moines. A person, firm or corporation so engaged shall not be relieved from complying with the provisions of this chapter merely by reason of associating temporarily with a local dealer, trader, merchant or auctioneer, or by conducting such temporary business in connection with, as part of, or in the name of a local dealer, trader, merchant or auctioneer.

(5) "Mobile vendor" means an itinerant business operator or vendor who conducts business from a vehicle or other conveyance upon public streets, sidewalks, alleys, or other public ways of the city.

(6) "Public celebration" means the Waterland Festival, the Nibble of Des Moines, Independence Day activities or any other kind of public celebration designated by the city council, including the associated activities and concessionaires that might be authorized during such period.

(7) "Stationary vendor" means an itinerant vendor who conducts business (a) from a vehicle or other conveyance, or (b) in or about a structure that is not permanently affixed to real property, and that is located upon privately or publicly owned property, but not on a public street, sidewalk, alley or public way of the city. [Ord. 1239 § 4, 1999.]

5.57.040 License – Required.

It is unlawful for an itinerant business operator or vendor to engage in business within the city of Des Moines except when licensed as a stationary or mobile vendor in compliance with the provisions of this chapter. A separate license shall be required for each location of a stationary vendor and for each vehicle or other conveyance engaged by a mobile vendor. [Ord. 1239 § 5, 1999.]

5.57.050 Exemptions.

The following activities, businesses, and/or persons, as such are commonly known, shall be exempt from coverage of this chapter, but this exemption shall not be construed to limit or restrict the application of other laws and regulations pertaining to such activities, businesses and/or persons:

(1) Newspaper couriers;

(2) Lemonade stands;

(3) Stands used to sell or distribute flowers, fruit, vegetables, produce or plants grown on the property where the stand is located;

(4) Delivery or distribution of food, goods or products ordered or purchased by customers from a source or point of sale other than a mobile vehicle operated for the purpose of soliciting customers while travelling or while located on city streets or property;

(5) Delivery or distribution of food by or for any not-for-profit organization, governmental agency, or other charitable organization, including without limitation Meals on Wheels and the Food Bank; and

(6) Concessionaires as defined in this chapter, except that concession agreements with the city shall include health, sanitation and insurance requirements generally conforming to those established for similar businesses and vendors covered by this chapter. [Ord. 1239 § 6, 1999.]

5.57.060 Limitation on activities permitted by stationary vendor license.

Stationary vendors shall be limited to the business of selling Christmas trees, fireworks, Washington-grown produce, flowers, or food. [Ord. 1239 § 7, 1999.]

5.57.070 Limitation on activities permitted by mobile vendor license.

Mobile vendors shall be limited to the business of selling food. [Ord. 1239 § 8, 1999.]

5.57.080 Application.

A person, firm, or corporation desiring to secure a license as a stationary or mobile vendor shall make application to the city clerk on forms approved by the city manager. In addition to any items required by written order of the city manager, which shall be kept on file by the city clerk, such application shall provide:

(1) The name or names and address of the applicant, vehicle license numbers of all vehicles from which the applicant proposes to conduct business; description of the general type of goods, wares, merchandise or food proposed to be sold by the applicant; the place or places where the applicant proposes to engage in business.

(2) Each application shall be accompanied with the applicable application and/or license fee as established in this chapter, or as lawfully adjusted by the city manager, which fee schedule shall be on file with the city clerk.

(3) Each license application for a stationary vendor shall be accompanied with the following information to establish compliance with DMMC 5.57.140 (Stationary vendor standards) and other applicable codes:

(a) A notarized written authorization from the business owner (or property owner, if different than the license applicant) to conduct the applicant's business at the place so noted on the application.

(b) A statement explaining the method of trash and litter disposal being proposed by the vendor.

(c) A drawing of a scale not greater than 50 feet per inch and not less than 10 feet per inch, which drawing shall depict the following information:

(i) The portion of the property to be occupied by the business;

(ii) The portion of the property to be used for automobile parking and the number of automobiles accommodated in said area;

(iii) The location of driveways providing ingress and egress to the property;

(iv) The location of existing buildings and structures located on the property noting the use of each building or structure so identified; and

(v) The proposed placement of any lighting or signage on or about the vehicle, conveyance or other nonpermanent structure from which business is to be conducted.

(d) A description of any equipment or devices that will generate noise of any sort in or about the vehicle, conveyance or other nonpermanent structure from which business is to be conducted. [Ord. 1239 § 9, 1999.]

5.57.090 Investigation and determination.

Upon receipt of such application, the city clerk shall cause such investigation of such person's or persons' business responsibility to be made as is deemed necessary to the protection of the public good and shall refer the application to the community development department for its determination as to compliance with standards and requirements of this chapter. An application shall be denied by the city clerk upon written findings that the applicant's business responsibility is unsatisfactory or that the proposed business activity will violate any applicable law, rule or regulation. A license issued under this chapter shall contain the number on the license, the date same was issued, the nature of the business authorized to be carried on, the amount of license fee paid, the expiration date of said license, the place where said business may be carried on under such license and the name or names of the person or persons authorized to carry on the same. The city clerk shall keep a record of all licenses issued under this chapter and shall promptly provide the Washington State Department of Revenue a copy of a license issued under this chapter. [Ord. 1239 § 10, 1999.]

5.57.100 Fees.

Pursuant to DMMC 5.04.030, applications shall be submitted to the city clerk on such forms as he or she may direct with the registration fee as set by resolution of the city council. A separate application and license shall be required for each location of a stationary or mobile itinerant vendor. [Ord. 1495 § 1, 2010; Ord. 1239 § 11, 1999.]

5.57.110 Expiration of license.

A license issued under the provisions of this chapter shall expire at the end of the calendar year for which it was purchased. [Ord. 1495 § 2, 2010; Ord. 1239 § 12, 1999.]

5.57.120 Exhibition of license – Transfer.

(1) A license issued under this chapter shall be posted conspicuously at the place of business authorized therein.

(2) A license issued under this chapter shall not be transferred to any other person, firm, corporation or location. [Ord. 1239 § 13, 1999.]

5.57.130 Health regulations.

All food vendors shall comply with all laws, rules and regulations regarding food handling and all vehicles, equipment, devices or structures used for the preparation, handling, storage, transportation and/or sale of food shall comply with WAC 246-215-050, as presently worded and as may be amended by law, in addition to any other rules and regulations respecting such vehicles, equipment, devices or structures as may be established by the Seattle-King County health department. [Ord. 1239 § 14, 1999.]

5.57.140 Stationary vendor standards.

In addition to any other requirements set forth in this chapter or otherwise provided by law, all stationary vendors licensed under this chapter shall conform to the following standards:

(1) No stationary vendor shall be licensed for a location in a residential zone, as defined in Title 18 DMMC.

(2) Stationary vendors shall locate their vehicle, other conveyance, temporary stand or merchandise in accordance with any setback requirements as determined by the public works director.

(3) No signs or signage shall be permitted other than that which can be contained on the vehicle or conveyance utilized to sell food.

(4) No vehicle, other conveyance or temporary stand shall locate closer than 50 feet from flammable combustible liquid or gas storage and dispensing structures.

(5) All stationary vendors shall place at least one 30-gallon garbage receptacle upon the site of business for customer use.

(6) Licensed stationary vendor sites shall be cleaned of all debris, trash and litter at the conclusion of daily business activities.

(7) All merchandise, goods, wares or food shall only be displayed or offered for sale from the vendor's licensed conveyance or stand.

(8) All vehicles, other conveyances, or temporary stands shall be equipped with at least one 2A-40-BC fire extinguisher. [Ord. 1239 § 15, 1999.]

5.57.150 Mobile vendor standards.

All mobile vendors licensed under this chapter shall conform to the following standards:

(1) Geographical Restrictions. No mobile vendor shall sell or vend from his or her vehicle or conveyance:

(a) Within 400 feet of a public or private school grounds during the hours of regular school session, classes, or school-related events in said public or private school, except when authorized by said school; or

(b) Within 300 feet of the entrance to a business establishment which is open for business and is offering for sale the same or similar product as an item offered for sale by the mobile vendor; or

(c) Within 300 feet of a restaurant, cafe, or eating establishment which is open for business; or

(d) Within 300 feet of a public park of the city where a city authorized concession stand is located during times other than during the course of a public celebration except as approved by the city manager or designate; or

(e) Within 300 feet of the marina or other city property where a city authorized concession stand is located during the course of a public celebration when nonprofit organizations are permitted to engage in the sale of merchandise and food in such park; or

(f) Within any one block for more than one hour in any four-hour period; except this shall not apply in those situations where the mobile vendor is serving organized and sanctioned community-sponsored ball games at public parks and schools provided there is no city-approved concession in the park or at the school.

(2) No mobile vendor shall conduct business so as to violate any ordinances of the city, including those regulating traffic and rights-of-way, as now in effect or hereafter amended.

(3) No mobile vendor shall obstruct or cause to be obstructed the passage of a sidewalk, street, avenue, alley or any other public place by causing people to congregate at or near the place where food is being sold or offered for sale.

(4) No customer shall be served on the street side of the mobile unit. All service must be on the curb side when the mobile unit is on or abutting a public street.

(5) All mobile vendors shall provide garbage receptacles for customer use.

(6) No mobile vendor shall locate his or her vehicle or other conveyance in such a manner as to cause a traffic hazard.

(7) At the conclusion of business activities at a given location the mobile vendor shall clean all the public way surrounding his or her vehicle of all debris, trash and litter generated by the vendor's business activities.

(8) All mobile vendors preparing food by cooking, frying or other means shall be equipped with at least one 2A-40-BC fire extinguisher.

(9) All mobile vendors shall conclude daily business activities at sunset. [Ord. 1239 § 16, 1999.]

5.57.160 Mobile vendor insurance requirement.

No license shall be issued to a mobile vendor selling from a truck or other motor vehicle unless a certificate is furnished to the city showing that the vendor is carrying the following minimum amounts of insurance: (1) public liability insurance in an amount of not less than \$500,000 for injuries, including those resulting in death, resulting from any one occurrence, and on account of any one accident; and (2) property damage insurance in an amount of not less than \$25,000 for damages on account of any one accident or occurrence. [Ord. 1239 § 17, 1999.]

5.57.170 Revocation of license.

A license issued pursuant to this chapter may be revoked, in writing, by the city manager for any of the following reasons:

- (1) Any fraud, misrepresentation or false statement contained in the application for license;
 - (2) Any fraud, misrepresentation or false statement made in connection with the selling of products;
 - (3) Any violation of this chapter;
 - (4) Conviction of the licensee of a felony or of a misdemeanor involving moral turpitude; or
 - (5) Conducting the business licensed under this chapter in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
- [Ord. 1239 § 18, 1999.]

5.57.180 Appeal.

A person aggrieved by the denial of an application for a license, a license renewal, or by the revocation of a license as provided for in this chapter shall have the right to appeal such administrative decision to the hearing examiner as provided in chapter 18.94 DMMC. [Ord. 1239 § 19, 1999.]

[View Web Version](#)

TAB - B

LONG BEACH CITY COUNCIL MEETING

June 18, 2018

6:15 COUNCIL WORKSHOP

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

WS 18-14- 2018 Code Amendments

Discussion on possible code amendments, gathering input from staff and Council.

Suggested amendments:

Zoning Map Amendments -

1. OTW zone and discussion regarding dwelling units on bottom floor
2. Permitted and Conditional Uses in the S3 zone
3. R3 Property behind Obie's 104 11th ST SE - rezone
4. Adding the use of "casino" – S3
5. Adding the use of "Distillery/Brew pub" – S3, OT, OTW, RC
6. Workforce Housing

Building Requirements -

1. For an event or short-term use not otherwise mentioned in the LBCC
2. Application fee \$100
3. Duration of event, not to exceed 10 days

Vacation Rental – 12-11-9

1. Square footage requirements for dwelling unit
2. Small Homes definition
3. Tiny Homes – refer to RV requirements apply

No motions were made at this time.

The Mayor adjourned the workshop at 6:55 p.m.

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

PUBLIC COMMENT

Martha Williams, Keleigh Schwartz, and Keith Schwartz all made public comments.

CONSENT AGENDA

Minutes, June 4, 2018 City Council Meeting

Payment Approval List for Warrant Registers 57884-57936 & 83517-83585 for \$286,403.21

BUSINESS

AB-39 – Ordinance 956 Amending Title 6, Chapter 4, Article 6-4A and 6-4B

David Glasson, City Administrator, presented the Agenda Bill. The City of Long Beach last updated its dog ordinance prior to the improvements of Stanley Field. The issue came to light due to all the

dog feces that were left on the fields. The meeting was well attended by proponents of dogs having a place to recreate as well as city staff citing the concerns of waste on the playing fields. The Council decided to allow dogs in the grassy areas where cars park, but not on the playfields. The existing ordinance allows for an area that doesn't exist at Stanley Field currently. The new code removes reference to that provision.

C. Kemmer made a motion to table the vote until a workshop could be held to discuss the ordinance in more detail. C. McGuire seconded the motion; 4 Ayes, 1 Nay (C. Murry), motion passed.

AB-40 – Jurassic Parliament Contract for Training Workshop

David Glasson, City Administrator, presented the Agenda Bill. Two-hour training workshop via videoconference on running effective City Council meetings using Robert's Rules of Order. The workshop will highlight:

- Best Practices for city council meetings
- Role, rights and responsibilities of chair and members
- Use of main motions and amendments
- Guidelines for effective discussion and making better decisions
- Dealing with difficult people and inappropriate remarks
- Serving the community better using Robert's Rules

C. McGuire made the motion to authorize the Mayor to accept the proposal from Jurassic Parliament for the two-hour training on August 6th, 2018. C. Cline seconded the motion; 4 Ayes, 1 Nay (C. Murry), motion passed.

AB-41 – AWC Conference Voting Delegates

David Glasson, City Administrator, presented the Agenda Bill. The city is sending 3 elected officials to the Annual AWC Conference this June. AWC needs to know whom the city would like to be voting delegates.

C. Linhart made the motion to authorize the city administrator to notify AWC that our three elected officials are the voting delegated for Long Beach. C. Kemmer seconded the motion; 5 Ayes, motion passed.

AB-42 – Resolution 2018-09 Authorizing Acceptance of Grant Funds

Ariel Smith, Community Development Director, presented the Agenda Bill. This resolution is required as part of the application for the Recreation and Conservation Office. The City has applied to make improvements to Culbertson Park.

C. Linhart made the motion to approve Resolution 2018-09 authorizing the receipt of RCO grant funds for the purpose of improving Culbertson Park. C. Murry seconded the motion; 5 Ayes, motion passed.

AB-43 – 17th ST NW Partial Street Vacation- PUBLIC HEARING

Ariel Smith, Community Development Director, presented the Agenda Bill. The City has been approached by the homeowners that abut the north side of the 17th Street NW right-of-way to vacate the 20' x 200' portion that remains. The south side of the right-of-way was vacated years ago to the Sutherlands who own on the south side and to the west. The staff report, location map and letter of interest are included.

Keith Schwartz asked the location of the proposed vacated right-of-way.

The Mayor kept the hearing open until the July 2nd meeting, where the Ordinance will be introduced.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- AWC Certificate of Municipal Leadership – Tina McGuire
- Parks, Streets, Stormwater Monthly Report – May 2018
- Certificate of Competency – Water Distribution Specialist – Tye Caldwell
- Certificate of Competency – Water Distribution Specialist – Timothy Huff
- WA State Department of Ecology Funding Offer List and Intended Use Plan
- Long Beach Charging Station Dashboard
- Washington Voters Right Act Information
- Wastewater Department Report May 2018
- Water Department Report May 2018

ADJOURNMENT

The Mayor adjourned the meeting at 7:28 p.m.

Mayor

ATTEST:

City Clerk



Warrant Register

Check Periods: 2018 - June - Second

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF LONG BEACH, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Council Member	Council Member	Council Member	Clerk/Treasurer	
57937	Bell, Helen S	6/20/2018	6/20/2018	\$306.72
57938	Binion, Jacob	6/20/2018	6/22/2018	\$1,761.24
57939	Booi, Kristopher A	6/20/2018	6/21/2018	\$1,527.85
57940	Cox, Mallory E	6/20/2018	6/21/2018	\$482.57
57941	Gilbertson, Bradley K	6/20/2018	6/21/2018	\$1,507.98
57942	Goulter, John R.	6/20/2018	6/21/2018	\$1,720.87
57943	Huff, Timothy M.	6/20/2018	6/21/2018	\$1,604.82
57944	Kemmer, Larry L	6/20/2018	6/20/2018	\$1,363.56
57945	Luehe, Paul J	6/20/2018	6/21/2018	\$1,558.80
57946	Miller, Matt W	6/20/2018	6/21/2018	\$1,364.86
57947	Mortenson, Tim	6/20/2018	6/21/2018	\$2,141.30
57948	Padgett, Timothy J	6/20/2018	6/21/2018	\$1,559.76
57949	Pursell, Whitney J	6/20/2018	6/21/2018	\$1,013.24
57950	Warner, Ralph D.	6/20/2018	6/21/2018	\$1,032.97
57951	Wood, Matthew T	6/20/2018	6/21/2018	\$1,563.39
57952	Wright, Flint R	6/20/2018		\$2,709.02
57953	Zuern, Donald D.	6/20/2018	6/25/2018	\$2,224.56
57954	AFLAC	6/20/2018		\$426.65
57955	City of Long Beach - Fica	6/20/2018		\$12,444.38
57956	City of Long Beach - FWH	6/20/2018		\$7,993.91
57957	Dept of Retirement Systems	6/20/2018		\$14,923.56
57958	Dept of Retirement Systems Def Comp	6/20/2018		\$2,625.00
57959	Massmutual Retirement Services	6/20/2018		\$575.00
57960	Teamsters Local #58	6/20/2018		\$174.00
57961	Association of WVA Cities	6/20/2018		\$25,893.02
83586	Perrine, Barney	6/15/2018	6/20/2018	\$125.00
83587	Kyle, Kathie	6/18/2018	6/21/2018	\$100.00
83588	Glasson, David	6/20/2018	6/21/2018	\$49.05
83589	Tangly Cottage Garden	6/20/2018	6/20/2018	\$1,135.05

83590	Jewell, Kyle	6/22/2018	6/22/2018	\$154.88
83591	Cutting, Jeff	6/21/2018	6/22/2018	\$1,116.39
83592	Aiken, James	6/22/2018	6/25/2018	\$60.00
83593	Nagy, Branden	6/22/2018	6/22/2018	\$60.00
83594	Noonan, Jennifer	6/22/2018	6/22/2018	\$120.00
83595	BLEWETT, JOSH	6/22/2018	6/25/2018	\$1,500.00
83596	Cottage Bakery	6/22/2018	6/25/2018	\$650.00
83597	Green, Vikki	6/22/2018	6/22/2018	\$850.00
83598	Seymour Baker Band	6/22/2018	6/22/2018	\$375.00
83599	One Call Concepts, Inc.	6/27/2018	6/25/2018	\$24.08
83600	Phillips, Jerry	6/25/2018	6/25/2018	\$160.00
83601	Cline, Kevin	6/25/2018	6/25/2018	\$99.00
83602	Glasson, David	6/25/2018	6/25/2018	\$361.69
83603	McGuire, Tina	6/25/2018	6/25/2018	\$361.69
83604	A-1 Redi Mix	6/28/2018	6/25/2018	\$126.04
83605	Accent Ink NVV	6/28/2018	6/28/2018	\$105.99
83606	All Safe Mini Storage	6/28/2018	6/28/2018	\$190.00
83607	ALS Group USA, Corp.	6/28/2018	6/28/2018	\$25.00
83608	Alsco-American Linen Div.	6/28/2018	6/28/2018	\$55.89
83609	Astoria Ford	6/28/2018	6/28/2018	\$698.80
83610	Astoria Janitor & Paper Supply	6/28/2018	6/28/2018	\$491.25
83611	At&t Mobility	6/28/2018	6/28/2018	\$86.66
83612	Beach Barons	6/28/2018	6/28/2018	\$50.00
83613	Box-K Auto Repair Inc	6/28/2018	6/28/2018	\$152.49
83614	Ced - Consolidated	6/28/2018	6/28/2018	\$277.77
83615	Chevron & Texaco Business Card Services	6/28/2018	6/28/2018	\$3,000.00
83616	Chinook Observer	6/28/2018	6/28/2018	\$248.05
83617	Coastal Eye Care Llc	6/28/2018	6/28/2018	\$144.00
83618	EverBank	6/28/2018	6/28/2018	\$227.97
83619	Evergreen Rural Water of WA	6/28/2018	6/28/2018	\$775.00
83620	Evergreen Septic Inc	6/28/2018	6/28/2018	\$180.00
83621	Evergreen Septic Pumping LLC	6/28/2018	6/28/2018	\$425.65
83622	FedEx	6/28/2018	6/28/2018	\$12.52
83623	Ford Electric	6/28/2018	6/28/2018	\$695.09
83624	Furrow Pump	6/28/2018	6/28/2018	\$625.72
83625	Gilbert, Sidney	6/28/2018	6/28/2018	\$60.00
83626	Global Environmental Products	6/28/2018	6/28/2018	\$1,329.71
83627	Grafix Shoppe	6/28/2018	6/28/2018	\$711.03
83628	Group Tour Media	6/28/2018	6/28/2018	\$1,000.00
83629	Gurnik, Anatoly	6/28/2018	6/28/2018	\$10,125.00
83630	H. D. FOWLER	6/28/2018	6/28/2018	\$6,480.88
83631	Hach Company	6/28/2018	6/28/2018	\$267.79
83632	Key Event Services	6/28/2018	6/28/2018	\$3,176.50
83633	KEYBANK	6/28/2018	6/28/2018	\$10,254.25
83634	Kulbel, Penny	6/28/2018	6/28/2018	\$184.00

Account Number	Description	Date	Amount
83635	Overhead Door Co. of Southwest Washington	6/28/2018	\$281.06
83636	Pacific County Auditor	6/28/2018	\$101.00
83637	Peninsula Sanitation	6/28/2018	\$5,244.34
83638	Peninsula Visitors Bureau	6/28/2018	\$39,695.60
83639	Penoyar, Joel	6/28/2018	\$3,100.00
83640	Postmaster	6/28/2018	\$286.70
83641	Powell, Seiler & Co., P.S	6/28/2018	\$8,520.00
83642	Public Utility District 2	6/28/2018	\$8,761.39
83643	SDS Municipal Consulting LLC	6/28/2018	\$1,800.00
83644	Serendipity Media	6/28/2018	\$816.00
83645	Sewing by Judy Holly of Astoria	6/28/2018	\$30.00
83646	Sirenet.com	6/28/2018	\$223.73
83647	Snap-ON Tools	6/28/2018	\$258.50
83648	State Auditor's Office	6/28/2018	\$95.10
83649	Total Battery & Auto	6/28/2018	\$40.97
83650	Unum Life Insurance	6/28/2018	\$43.20
83651	Usa Blue Book	6/28/2018	\$155.71
83652	Verizon Wireless	6/28/2018	\$80.11
83653	West Region EMS & Trauma Care Council, Inc.	6/28/2018	\$285.00
83654	Wilcox & Flegel Oil Co.	6/28/2018	\$1,647.94
83655	Wirkkala Construction	6/28/2018	\$1,223.14
	Total		\$212,673.40
	Grand Total		\$212,673.40

TAB - C



**CITY COUNCIL
AGENDA BILL**

AB 18-44

Meeting Date: July 2, 2018

AGENDA ITEM INFORMATION

SUBJECT: Ordinance No. 955 Case No VAC 2018-01 – Partial Vacation of 17th ST NW – Continuation of Public Hearing	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: NA	Other:	

SUMMARY STATEMENT: During the Council, meeting on June 18th, staff introduced the staff report reviewing the petitioners request to vacate the northern portion of the 17th ST NW ROW. The Cox's own the property to the north of the ROW and the southern portion of the 17th ST NW ROW belongs to the Sutherlands. This ROW does not extend to the ocean, and there is private ownership to the west. The Council has discussed this topic during workshops and Council meetings. The proposed Ordinance vacates the 20' x 200' northern portion of 17th ST NW. The Council can decide to charge up to 50% of market value. Ruthann Hocking at Lighthouse Realty assessed this property at roughly \$10,000. Therefore, 50% would be \$5,000. Please see attached Ordinance and map.

RECOMMENDED ACTION: Approve/Deny Ordinance No. 955 vacating the northern portion of 17th ST NW granting the property to Robert and Denise Cox for \$5,000.

ORDINANCE No. 955

AN ORDINANCE OF THE CITY OF LONG BEACH, PACIFIC COUNTY, WASHINGTON, PROVIDING FOR THE VACATION OF A PORTION OF 17th STREET NORTHWEST RIGHT-OF-WAY, AND REPEALING ANY ORDINANCES IN CONFLICT.

WHEREAS, RCW 35.79 allows for the vacation of city streets; and,

WHEREAS, the City of Long Beach has been requested to vacate a section of right-of-way; and,

WHEREAS, the City of Long Beach Unified Development Ordinance provides for a process by which owners of any real property abutting upon any street or alley may petition the City Council to make vacation of the right-of-way; and,

WHEREAS, the City Council adopts the following Findings of Fact:

1. **Petition.** The City Council finds the petition comprises the following:
 - 1.1 An e-mail from petitioner Cox received January 15, 2018.
 - 1.2 All other information contained in Case Files No. VAC 2018-01.
2. **Procedures.** The Council finds the following procedures were followed:
 - 2.1 On January 15, 2018 petitions (Cox) was received by the City.
 - 2.2 Soon after receipt of petitions, the Community Development Director consulted with City Department heads, Public Utility District No. 2 of Pacific County, and CenturyTel regarding this ROW. The PUD found a conflict and the project was put on a temporary hold until further information could be gathered.
 - 2.3 On May 21, 2018, the City Council approved Resolution 2018-08 setting the time and place for a public hearing on the matter.
 - 2.4 On or soon after June 6, 2018 the City posted notice of the hearing at the subject site, the Long Beach post office, the Long Beach police station, and Long Beach City Hall. The notice included a statement of the proposal and a description of the land proposed to be vacated. The notice also included instruction on how to submit comments on the proposal.
 - 2.5 On June 18, 2018 the Long Beach City Council opened and conducted a public hearing at or soon after 7 pm to take public comment on this matter, this hearing was continued to the following meeting.
 - 2.6 On July 2, 2018 the Long Beach City Council continued the June 18, 2018 hearing.

3. **Proposal.** The City Council finds the following regarding the proposed project:
 - 3.1 The petitioners request and City staff recommend that Council vacate approximately 20' by 200 feet of the north side of the ROW of 17th Street NW (approximately 4,000 square feet), with transfer of title to the petitioners and all rights thereto.
 - 3.2 The petitioners shall pay for all costs associated with this proposal, including and not limited to noticing fees and appraisal costs.
 - 3.3 The petitioner shall pay the City a maximum of 50% of the appraised value of the subject property.
4. **Property characteristics.** The City Council finds the following regarding the subject property:
 - 4.1 Northern twenty (20') of the right-of-way of 17th Street Northwest, west two hundred feet (200') from the right-of-way of Ocean Beach Blvd. The subject property is located directly adjacent to and south of Block 13, South ½ Lot and North ½ Lot, Plat of Portland Corrected Tract, S ½ of N ½ of SW ¼ of Block 13 and S ½ of SW ¼ & S ½ of N ½ SE ¼ & S ½ SE ¼ of Section 9, Township 10 North, Range 11 West, Pacific County, Washington
 - 4.2 Characteristics of the property to which the vacated land would become part are as follows:
 - 4.2.1 One parcel that it 50' X 200'.
 - 4.2.2 The lot is developed with a single-family residence.
 - 4.2.3 The parcel is located within the C flood zone.
 - 4.2.4 The parcel is essentially flat.
 - 4.2.5 The parcel has city utilities.
5. **Subject property land use and zoning.** The City Council finds the following regarding the land use and zoning of the property proposed for vacation:
 - 5.1 The subject property is located adjacent to the R1R – Single-Family Residential Restricted zone pursuant to the City's zoning regulations.
 - 5.2 The subject property is located adjacent to property designated Single Family Residential on the future land use map of the Long Beach Comprehensive Plan.
 - 5.3 The current land use of the subject property is developed.

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

AREA	LAND USE PLAN	ZONING	EXISTING CONDITIONS
NORTH	Single-Family Restricted	R1R	Residence
SOUTH	Single-Family Restricted	R1R	Residence
EAST	Residential Commercial	RC	Commercial
WEST	Single-Family Restricted	R1R	Residence

7. **Services.** The City Council finds the following regarding services and utilities available to serve the proposed project:

- 7.1 Water is available from the City of Long Beach.
- 7.2 Sewer is available from the City of Long Beach.
- 7.3 Transportation
 - 7.3.1 Existing Ocean Beach Blvd N is the primary ingress/egress for the subject property.
- 7.4 Public Education is provided by the Ocean Beach School District.
- 7.5 Electricity is available from Pacific County PUD No. 2.
- 7.5 Solid Waste is available from Peninsula Sanitation, and service is already provided on Boulevard North.
- 7.6 Police and Fire are provided by the City of Long Beach Police and City of Long Beach Fire Departments.
- 7.8 Medical and Emergency Facilities are provided by the City of Long Beach EMS, Medix Ambulance Service, and Ocean Beach Hospital District No. 3.

8. **City Staff and PUD Input.** The City Council finds the following regarding staff and PUD input:

- 8.1 City staff identified 20' as the appropriate width of the property to be vacated.
- 8.2 City staff did not identify any conflicts regarding City services or utilities.
- 8.3 The PUD did identify conflicts regarding electrical services or facilities; there is an existing power pole in the ROW. The applicant has contacted the PUD and received a bid to relocate the power. This is a stipulation of this ordinance; the applicant must relocate the power in order to be deeded this portion of ROW.
- 8.4 Century Tel had not responded to the City's request for input regarding telephone facilities at the time of this writing.

9. **City's Comprehensive Plan.** The City Council finds the proposed project complies with the following relevant portion of the City's Comprehensive Plan:

9.1 Land Use Goal 2-2.

10. **City's Unified Development Regulations.** The City Council finds the proposal complies with the following relevant portions of the City's Unified Development regulations:

10.1 11-6C-1(A), (C): Petition by owner.

10.2 11-6C-2: Setting date for hearing.

10.3 11-6C-3: Notice of hearing.

10.4 11-6C-4: Hearing; ordinance of vacation.

10.5 11-6C-6: Title to vacated street or alley.

10.6 11-6C-7: Zoning of vacated street or alley.

WHEREAS, the City Council has adopted Resolution 2018-08 setting the time and place for the public hearing to determine the vacation request; and,

WHEREAS, the City has provided the required notification and publication of the public hearing; and,

WHEREAS, the subject portion of 17th Street Northwest has been part of a dedicated City right-of-way for a period of twenty-five years or more; and,

WHEREAS, the abutting property owner will pay the City of Long Beach up to ½ the fair market value as provided for in RCW 35.79.030 and the City's Unified Development Code at 11-6C-5(C): Payment of Fair Market Value;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LONG BEACH DO ORDAIN AS FOLLOWS:

Section 1. Right-of-Way Vacated

The following described right-of-way, the northerly twenty feet (20') of 17th Street Northwest from the western right-of-way of Ocean Beach Blvd N westerly to the eastern terminus of 17th Street Northwest lying directly adjacent to and south of Block 13, Plat of the Portland Corrected, Pacific County, Washington is hereby vacated and ownership shall be transferred to the abutting property owners, Robert and Denise Cox. The area to be vacated comprises approximately 4,000 square feet. The legal description for the vacated right-of-way is:

FROM THE POINT OF BEGINNING; THE SOUTHEAST CORNER OF BLOCK NUMBER 13 (ALSO KNOWN AS TAXLOT NUMBER 7406031300) OF THE PLAT OF CORRECTED PORTLAND TRACT (BOOK D PAGE 48).

THENCE; WESTERLY PARALLELING THE EXISTING NORTHERN RIGHT OF WAY OF 17TH STREET NORTHWEST APPROXIMATELY 200.0 FEET TO TAXLOT 10110932181

THENCE; SOUTHERLY APPROXIMATELY 20.0 FEET;
THENCE; EASTERLY PARALLELING TAXLOT 10110933246;
THENCE; NORTHERLY TO THE SOUTHEAST CORNER OF SAID BLOCK 13, THE POINT OF BEGINNING.

Section 2. Severability Clause.

If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance, or the application of the provision to other persons or circumstances is not affected.

Section 3. Repeal of conflicting ordinances

All existing Ordinances are hereby repealed insofar as they may be in conflict with this ordinance.

Section 4. Effective Date.

This Ordinance shall be in full force and effect five days from and after its passage, approval, and publication in the manner required by law and shall be contingent upon the following conditions:

1. The petitioner shall pay for all costs associated with this partial right-of-way vacation.
2. The petitioner shall cause to have a market-value appraisal made of the subject property at petitioner's expense or agree to a recent valuation of the property via a real estate professional.
3. The petitioner shall pay the City of Long Beach up to 50% of the market value of the subject property.
4. The petitioner shall relocate the electrical utilities that currently reside in that aforementioned ROW.

Passed this 2nd day of July 2018.

AYES

NAYS

ABSENT

ABSTENTIONS

Jerry Phillips, Mayor

ATTEST:

Helen Bell, City Clerk

City of Long Beach
Notice of Petition and of Public Hearing
To Consider Partial Vacation of 17th Street Northwest

VACATION OF A PORTION OF 17TH STREET NORTHWEST; CASE NO. VAC 2018-

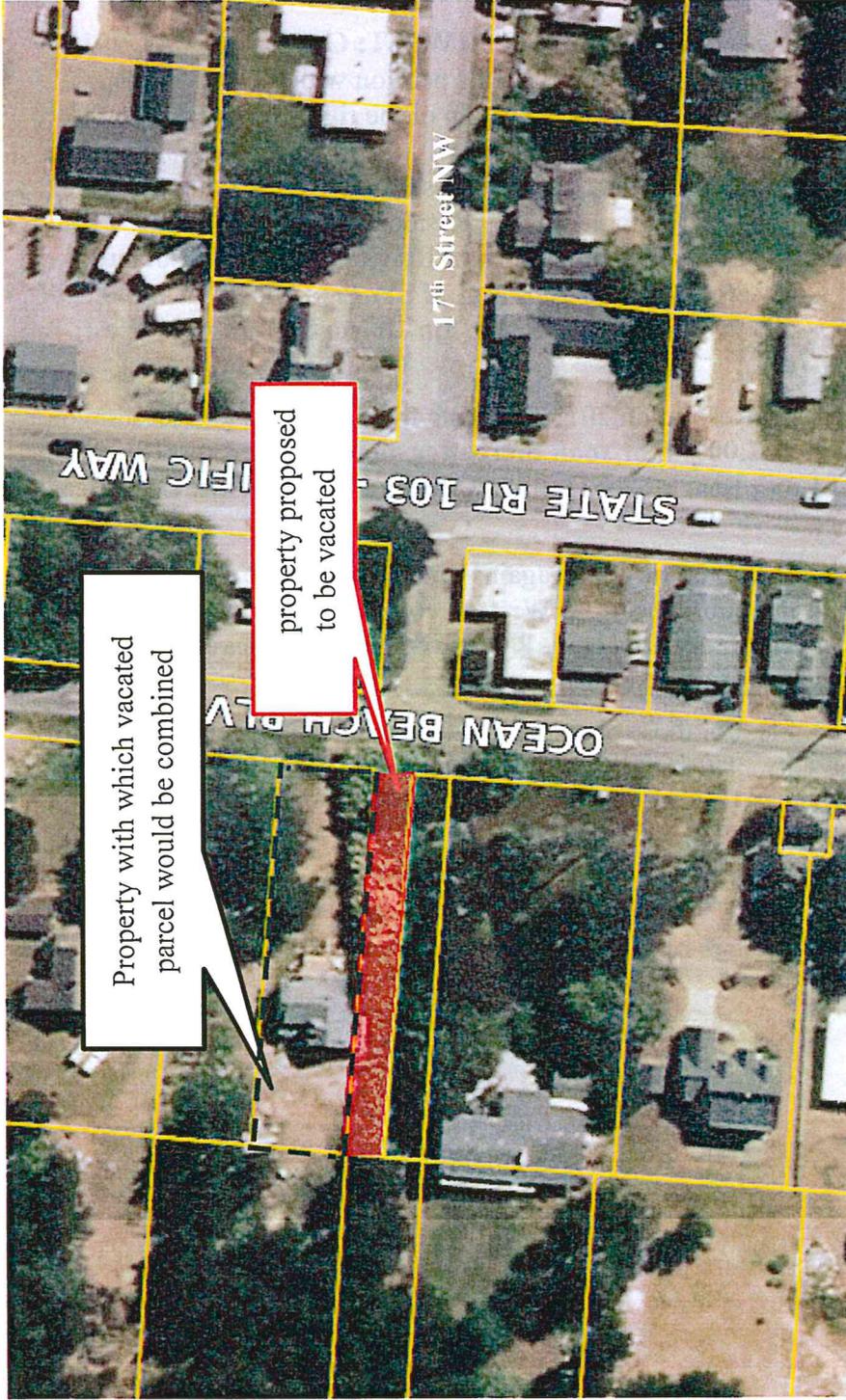
01. Notice is hereby given that Robert and Denise Cox, filed a petition with the City of Long Beach on January 15, 2018 requesting the City vacate a portion of the right-of-way of 17th Street Northwest. The petition seeks vacation of the northern 20 feet of 17th Street Northwest from the west side of Ocean Beach Boulevard approximately 200 feet westerly, encompassing an area of approximately 4,000 square feet in the R1R – Single-Family Residential Restricted zone. **The subject property is located directly adjacent to and south of Block 13, South ½ Lot and North ½ Lot, Plat of Portland Corrected Tract, S ½ of N ½ of SW ¼ of Block 13 and S ½ of SW ¼ & S ½ of N ½ SE ¼ & S ½ SE ¼ of Section 9, Township 10 North, Range 11 West, Pacific County, Washington.**

The Long Beach City Council passed Resolution 2018-08 fixing the time, date, and location of a Public Hearing on this application as **7:00 pm or soon thereafter on Monday, June 18, 2018 in the City Council Chambers at Long Beach City Hall, 115 Bolstad Street West, Long Beach WA 98631.**

Any person interested in this request may speak for or against the request at the public hearing or submit written comments prior to the public hearing. **Written comments should be addressed to: Ariel Smith, Community Development Director, P.O. Box 310, Long Beach, WA 98631. Written comments must be received by the end of the public hearing.**

The Meeting Room is ADA accessible. For those planning to attend who have special accessibility requirements, please contact the City of Long Beach by phone, 360-642-4421 or at the address below at least ten (10) days in advance.

Responsible Official:	Ariel Smith
Position/Title:	Director, Community Development
Phone:	(360) 642-4421
Address:	P.O. Box 310 Long Beach, WA 98631
Notice Date:	May 22, 2018



Case No. VAC 2018-01; Location Map
Robert & Denise Cox
Partially vacate 17th Street NW; combine with property to north

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 18-45**

Meeting Date: July 2, 2018

AGENDA ITEM INFORMATION

SUBJECT: Washington State DOE Agreement for Long Beach Regional Biosolids Treatment and Disposal Engineering Report	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	AS
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
Water/Wastewater Supervisor		
COST: \$25,000 loan/\$25,000 Forgivable Principle	Other:	

SUMMARY STATEMENT: This is the agreement that allows the City to be reimbursed for the expense of the Biosolids Engineering Report that examined all of the design options for the Biosolids Treatment Plant. There will be another agreement presented to the Council within the upcoming weeks for financing of the design and construction of the plant.

RECOMMENDED ACTION: *Authorize the City Administrator to execute the agreement for the Long Beach Biosolids Engineering Report reimbursement.*



Agreement No. WQC-2018-LongBe-00128

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF LONG BEACH

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Long Beach, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Long Beach Regional Biosolids Treatment and Disposal Engineering Report
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	05/31/2018
Project Type:	Wastewater Facility

Project Short Description:

This project improves water quality in the Pacific Ocean and Columbia River through the planning of biosolids facilities at the Long Beach Wastewater Treatment Plant (WWTP). The Long Beach Regional Biosolids Treatment and Disposal Engineering Report will identify alternatives available for a regional facility to treat and dispose of biosolids from the RECIPIENT, City of Ilwaco, and potentially other wastewater treatment facilities in the region.

Project Long Description:

This project improves water quality in the Pacific Ocean and Columbia River through the planning of biosolids facilities at the Long Beach WWTP. The Long Beach Regional Biosolids Treatment and Disposal Engineering Report will identify alternatives available for a regional facility to treat and dispose of biosolids from the RECIPIENT, City of Ilwaco, and potentially other wastewater treatment facilities in the region.

The RECIPIENT currently treats the sludge generated at the Long Beach WWTP to Class B standards and

State of Washington Department of Ecology
Agreement No: WQC-2018-LongBe-00128
Project Title: Long Beach Regional Biosolids Treatment and Disposal Engineering Report
Recipient Name: City of Long Beach

disposes of the material by land applying the biosolids to a mature forest. Land application is carried out year-round.

The City of Ilwaco currently treats the sludge generated at the Ilwaco WWTP to Class B standards and disposes of the material by land applying the biosolids year round to pasture land.

ECOLOGY has informed the RECIPIENT and the City of Ilwaco that year-round land application of Class B biosolids will no longer be allowed and has required both Cities to discontinue winter land application by the winter of 2018-2019. In addition, ECOLOGY is concerned about the RECIPIENT's practice of applying biosolids to a mature forest that has not been properly managed for many years and Ilwaco's practice of applying biosolids to sites that are not properly managed for forage production and/or grazing. Meeting ECOLOGY's requirement will necessitate changing the method by which biosolids are processed and disposed for both the RECIPIENT and Ilwaco.

The RECIPIENT and Ilwaco are committed to solving the problem of biosolids treatment and disposal for the southern portion of the Long Beach peninsula cooperatively in order to provide cost-effective beneficial use of the resource. The Regional Biosolids Treatment and Disposal Engineering Report will provide the Cities of Long Beach and Ilwaco, and potentially other wastewater utilities in the region, with a roadmap for future treatment and disposal of biosolids on a year-round basis. The project will include the planning, environmental evaluation, governance and financial framework required to allow the Cities to move to design, construction, and operation of the chosen alternative.

Overall Goal:

The Regional Biosolids Treatment and Disposal Engineering Report will provide the RECIPIENT and Ilwaco with a roadmap for future treatment and disposal of biosolids on a year-round basis that meet the requirements of ECOLOG's General Permit for Biosolids Management. The project will include the planning, environmental and governance evaluation required to allow the Cities to move to design and construction of the chosen alternative..

Agreement No: WQC-2018-LongBe-00128
 Project Title: Long Beach Regional Biosolids Treatment and Disposal Engineering Report
 Recipient Name: City of Long Beach

RECIPIENT INFORMATION

Organization Name: City of Long Beach

Federal Tax ID: 91-6001455
 DUNS Number: 024684466

Mailing Address: 115 Bolstad W
 Long Beach, WA 98631

Physical Address: 115 Bolstad W
 Long Beach, Washington 98631

Organization Email: planner@longbeachwa.gov

Contacts

Project Manager	Ariel Smith Director of Community Development PO Box 310 115 Bolstad W Long Beach, Washington 98631 Email: asmith@longbeachwa.gov Phone: (360) 642-4421
Billing Contact	Ariel Smith Director of Community Development PO Box 310 115 Bolstad W Long Beach, Washington 98631 Email: asmith@longbeachwa.gov Phone: (360) 642-4421
Authorized Signatory	David R Glasson Administrator P O Box 310 Long Beach, Washington 98631 Email: administrator@longbeachwa.gov Phone: (360) 642-4421

Agreement No: WQC-2018-LongBe-00128

Project Title: Long Beach Regional Biosolids Treatment and Disposal Engineering Report

Recipient Name: City of Long Beach

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Dave Dougherty PO Box 47775 Olympia, Washington 98504-7775 Email: ddou461@ecy.wa.gov Phone: (360) 407-6278
Financial Manager	Jeanna Ridner PO Box 47600 Olympia, Washington 98504-7600 Email: jmac461@ecy.wa.gov Phone: (360) 407-6533

Agreement No: WQC-2018-LongBe-00128
 Project Title: Long Beach Regional Biosolids Treatment and Disposal Engineering Report
 Recipient Name: City of Long Beach

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Ariel Smith

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost: \$45,000.00**

Task Title: Facility Planning

Task Description:

A. The RECIPIENT will procure engineering services in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will prepare an engineering report in accordance with the requirements of WAC 173-240. The engineering report will fully evaluate the alternatives for biosolids treatment, application, and disposal. The engineering report will identify the cost effective alternative as the preferred alternative.

C. The RECIPIENT will prepare a Cost Effectiveness Analysis for the PROJECT alternatives and will integrate the analysis into the planning document in accordance with WAC 173-98.

D. Investment Grade Efficiency Audit. The RECIPIENT will prepare an analysis of potential energy and water efficiency measures for incorporation into the preferred alternative identified in the engineering report. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness.

Task Goal Statement:

The goal of the Regional Biosolids Treatment and Disposal Engineering Report is to provide the RECIPIENT and Ilwaco with a comprehensive plan to provide reliable treatment and disposal of biosolids in a manner that meets the requirements of the General Permit for Biosolids Management. The completion of this project will provide the cities with a roadmap on how to proceed to construction, operation and administration of a regional facility that produces a beneficial product.

Task Expected Outcome:

The expected outcome of the planning effort is that the RECIPIENT will have completed an Engineering Report detailing the steps necessary to provide treatment and disposal of biosolids for current and future conditions in the Cities of Long Beach and Ilwaco in a manner that meets the requirements of the General Permit for Biosolids Management. The Engineering Report will contain the alternatives analysis, environmental documentation and pre-design required for Ecology approval to allow the RECIPIENT to pursue funding for design and construction.

Agreement No: WQC-2018-LongBe-00128

Project Title: Long Beach Regional Biosolids Treatment and Disposal Engineering Report

Recipient Name: City of Long Beach

Recipient Task Coordinator: Ariel Smith

Facility Planning

Deliverables

Number	Description	Due Date
2.1	Executed contracts for engineering services.	
2.2	Documentation of the RECIPIENT's process for procuring engineering services.	
2.3	Two copies of the draft and final engineering report.	
2.4	Investment Grade Efficiency Audit documentation.	
2.5		

Agreement No: WQC-2018-LongBe-00128
 Project Title: Long Beach Regional Biosolids Treatment and Disposal Engineering Report
 Recipient Name: City of Long Beach

BUDGET

Funding Distribution EL180439

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SRF Loan Funding Type: Loan
 Funding Effective Date: 07/01/2017 Funding Expiration Date: 05/31/2018

Funding Source:

Title: CWSRF-SFY18
 Type: Blended State/Federal
 Funding Source %: 100%
 Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Approved Indirect Costs Rate: Approved Federally Recognized Indirect Costs Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 0.7% Interest Rate: 0% Admin Charge: 0.7%

Terms: 5 years

Project Start Date: 07/01/2017 Project Completion Date: 05/31/2018

Estimated Initiation of Operation date:

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 2498

SRF Loan	Task Total
Project Administration/Management	\$ 2,500.00
Facility Planning	\$ 22,500.00

Total: \$ 25,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Forgivable Principal	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
SRF Loan	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

The final payment request/progress report (PRPR) must be filled out and submitted 45 days after the agreement is fully signed, due to the project completion date of May 31, 2018.

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

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“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the

loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

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“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

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b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant

signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

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B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting”.

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report

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Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

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Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive

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technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington,

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including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

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When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

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(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY’s notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY’s Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT’s payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the

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outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become

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unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

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Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff)

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shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

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8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:

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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

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the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
 - Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
 - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

- a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

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completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 18-46**

Meeting Date: July 2, 2018

AGENDA ITEM INFORMATION

SUBJECT: Request for Lodging Tax dollars to fund Reusable Bag Campaign	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
COST: \$4,318.59	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: Martha Williams and other community members have polled the hoteliers and received support on a reusable bag campaign. This money would purchase 3,000 bags and the rights to the art designed specifically for this cause. They are requesting \$4,318.59 this year to get the campaign started, they will gift the bags to hotel guests and sell them at various other locations. Proceeds made from the sales of the bags would then fund the future purchase of additional bags as needed.

RECOMMENDED ACTION: *Approve/Deny funding the reusable bag campaign for the amount of _____ to be expended out of the lodging tax fund.*

June 25, 2018

City of Long Beach

Thank you for taking the time now to consider funding this reusable bag campaign.

Overview of campaign

Goal: To place a reusable bag in the hands of our lodging guests. The most direct way to do this is by having the lodging establishments GIFT these bags directly to their arriving guests.

Process:

1. Logo designed by Don Nisbet.
2. Order bags at \$1.19 plus tax, shipping, and process fees from Vistaprint.com
3. Deliver bags to our lodging establishments.
4. Each bag will have a printed tag "Welcome to Long Beach, WA" Please accept our gift... Take it to town. Take it home. Bring it back with you on your next visit! ...Enjoy...
5. Leave my cell for them to contact me when they are out of bags and to discuss ideas or suggestions.
6. Plan is to have this be an on-going campaign with bags being purchased two times a year.

Supplemental:

Bags can be sold at Columbia Pacific Market and Kite Festival (share a booth with a non-profit)

Bags can be sold at Visitor's Center.

This money will be used to order more bags.

How will this increase tourism?

- Get a free souvenir with our city name and our message.
- Bring to town; seen by merchants and other shoppers.
- Take home; used in their communities; Long Beach bag seen outside of town.
- Sustainable practices in homes, businesses, and travels are openly discussed and shared.
- Re-visiting our community.
- City can post on site.
- City/council members/lodging establishments/tourists/and locals can post on FB

Some sites you might wish to look at:

www.globalstewards.org

www.destinationhotels.com

Last but not least:

UN earmarked **2017 as the year of Sustainable Tourism**. Desire to stay in eco-friendly establishments has gone from 62% in 2016, to 65% in 2017, to 68% in 2018 according to globalnews@booking.com

Skamania Lodge, WA is part of the **Destination Earth Program**: purchase eco-friendly and recycled supplies, create partnerships with other organization with a commitment to preserving the environment, **have tools to measure progress.**

Other green practices: SunCadia Resort in Cle Elum, WA

I look forward to working with my City and in my community to make sustainable practices available to everyone. Thank you again.

Martha Williams

POB 911

Long Beach, WA 98631

360 244 9250

mateach66@gmail.com



Application for Long Beach Lodging Tax Funds

Amount of Lodging Tax Requested: \$4318.59

Organization/Agency Name: Lodging businesses in City of Long Beach, WA			
Federal Tax ID Number:			
Event or Activity Name (if applicable): Purchase reusable bags for distribution by lodging businesses to their guests			
Contact Name and Title: Martha Williams			
Mailing Address: POB 911	City: Long Beach	State: WA	Zip: 98631
Phone: 360 244 9250	Email Address: mateach66@gmail.com		

Check all service categories that apply to this application:

Tourism Promotion/Marketing

Operation of a Special Event/Festival designed to attract tourists

Operation of a Tourism Promotion Agency

Operation and/or Capital Costs of a Tourism-Related Facility owned by a municipality

Check which one of the following applies to your agency:

Non-Profit (*Attach copy of current non-profit corporate registration with Washington Secretary of State*)

Public Agency

For-Profit (business or organization)

Is this an on-going campaign organized by a group of community members.

CERTIFICATION

I am an authorized agent of the organization/agency applying for funding. I understand that:

- I am proposing a tourism-related service. If awarded, my organization intends to enter into a Municipal Services Contract with the City and provide liability insurance for the duration of the contract naming the City as an additional insured and in an amount determined by the City.
- The City of Long Beach will only reimburse those costs actually incurred by my organization/agency and only after the service is rendered, paid for if provided by a third party, and a signed Request for Reimbursement form (or other form acceptable to the City) has been submitted to the City, including copies of invoices and payment documentation.
- Funds must be expended within the calendar year. Reporting requirements must be submitted with final request for reimbursement.

Signature: <i>Martha Williams</i>	Date: June 25, 2018
Printed or Typed Name: Martha Williams	

Supplemental Questions – You may use this form or a separate sheet of paper for answers

1. Describe your tourism-related activity of event.
 - If an event, list the event name, date(s), and projected overall attendance.
 - Describe why tourists will travel to Long Beach to attend your event, activity/facility.

2. *(Some of the estimates in question #2 are required by State law) All Lodging guests*

As a direct result of your proposed tourism-related service, provide an estimate of:	
a. Overall attendance at your proposed event/activity/facility:	All lodging guest
b. Number of people who will travel more than 50 miles for your event/activity:	All
c. Of the people who travel more than 50 miles, the number of people who will travel from another country or state:	TBD
d. Of the people who travel more than 50 miles, the number of people who will stay overnight in Long Beach or the Long Beach Peninsula:	TBD
e. Of the people staying overnight, the number of people who will stay in PAID accommodations (hotel/motel/bed-breakfast) in Long Beach or the Long Beach Peninsula:	TBD
f. Number of paid lodging room nights resulting from your proposed event/activity/facility: <i>(Example: 25 paid rooms on Friday and 50 paid rooms on Saturday = 75 paid lodging room nights)</i>	TBD
g. At an average daily rate of \$150, my paid room lodging impact is: <i>(e.g. \$150 x 75 = \$6225)</i>	TBD

What methodology did you use to calculate the estimates? (For example, some entities may ask for zip codes on ticket sales, put up a map at your event for visitors to pinpoint their home, or would your event be able to be tracked by a partner hotel who offers a special rate?) **Direct information from hotels**

3. Describe the prior success of your event/activity/facility in attracting tourists:
This is a first time campaign

4. Describe your target tourist audience (location, demographics, etc.):
25-40 years old and new families

5. Describe how you will promote your event/activity/facility to attract tourists:
Reusable bags with logo and city name will be given to lodging establishments.
At check in, each guest will be given our reusable bag and at check out each guest will be asked their experience (optional). A welcome tag will be attached to each bag and an information sheet will be in bag.

6. Describe how you will promote lodging establishments, restaurants, and businesses located in the City of Long Beach. This reusable bag will be a GIFT from the hotel to its guests and promoted by the City of Long Beach. It is a gift that keeps on giving- take it to town, take it home, bring it back with you when you visit us again

7. Are you applying for Lodging Tax Funds from another community (yes or no)? If yes, list the other jurisdiction(s) and amount(s) requested: NO

8. What is the overall budget for your event/activity/facility? What percent of the budget are you requesting from the Long Beach Lodging Tax Fund? Itemized:

bags	3000 @ \$1.19	\$3570.00
Taxes		307.79
Shipping		50.00
Logo		361.80
Processing fee		29.00

WE are requesting the entire amount of \$4318.59

9. What will you cut from your proposal or do differently if full funding for your request is not available or recommended? With less money, we will order fewer bags this time.

Application Instructions and General Guidelines

Application Deadline: October 15th at 5:00 p.m. – received at Long Beach City Hall.
 To be eligible for consideration, your complete proposal must be received by the deadline. The Committee will review proposals in a public meeting on or before November 16th, 2018 at 7:00 p.m. at Long Beach City Hall.

Submit a PDF and one original signed copy to:

City of Long Beach Mayor & Council
 C/O Ragan Myers, Tourism & Events Coordinator

PO Box 310
Long Beach, WA 98631

Email: rmyers@longbeachwa.gov

City Hall Street Address: 115 Bolstad Ave. West Long Beach

- ⇒ You must complete and sign the cover sheet with this packet
- ⇒ You may use the Supplemental Form or type the questions and answers on separate sheets of paper.
- ⇒ Please number each page in your packet, except for the optional brochures/information.

Attach:

1. Itemized budget for your event/activity/facility (income and expenses).
2. Description and budget showing how you intend to use the amount requested from the City of Long Beach.
3. A copy of your agency's current non-profit corporate registration with the Washington Secretary of State.
4. A copy of your organization's business plan, if you have one.
5. (Optional) Brochures or other information about your event/activity/facility, in particular items showing recent tourism promotion efforts.

This proposal and all documents filed with the City are public records. The City may choose to post on its website copies of the proposals and attached documents.

1. Itemized budget:	
3000 bags at \$1.19	\$3570.00
Processing fee	29.00
Shipping	50.00
Tax	306.79
LOGO	361.80

Total: \$4318.59

2. We will order bags from vista print, Don Nisbett is providing the logo and is asking half his regular price. Bags will be delivered to the City Hall. Then I will distribute them to the lodging establishments with instructions and a tag (for the guests).

General Information

City of Long Beach Lodging Tax Fund Overview

Long Beach's Lodging Tax Fund is the primary source of City funding for activities, operations, and expenditures designed to increase tourism. The City has multi-year commitments for tourism promotion services; therefore, those applications have priority status for the use of funds. In addition, the City intends to maintain a reserve in the Fund, and will assess on an annual basis how much of the Fund to appropriate in a given year.

The City of Long Beach will only consider proposals for use of the Lodging Tax Fund from public and non-profit agencies.

HIGH PRIORITY will be given to tourism activities that:

- Promote Long Beach and/or events, activities, and places in the City of Long Beach to potential tourists from outside Pacific County.
- Have demonstrated or high potential to result in documented economic benefit to Long Beach.
- Have a demonstrated history or success in Long Beach, or are proposed by a group with a demonstrated history or high potential of success with similar activities.
- Minimize duplication of services where appropriate and encourage cooperative marketing and/or includes an element of cooperation or partnership.
- Provide, maintain, operate or enhance City-owned tourism facilities or infrastructure.

Long Beach Lodging Tax Considerations

In developing its recommendations, the City considers:

- The estimated amount of Lodging Tax Fund available for the coming year as provided by the City's Finance Office.
- Thoroughness and completeness of the proposal.
- Percent of the proposal request to the event/facility promotions budget and overall revenues.
- Percent of increase over prior year Long Beach Lodging Tax funded proposals, if any.
- Projected economic impact within the City of Long Beach, in particular projected overnight stays in Long Beach lodging establishments.
- The applicant's financial stability.
- The applicant's history of tourism promotion success.
- Committee member general knowledge of the community and tourism-related activities.

State Law Excerpts

RCW 67.28.1816 – Use of Lodging Tax Fund.

Lodging tax revenue under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:

- a. Tourism marketing;
- b. The marketing and operations of special events and festivals designed to attract tourists;
- c. Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or
- d. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) or the internal revenue code of 1986, as amended.

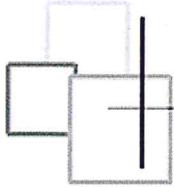
RCW 67.28.080 – Definitions.

- "Municipality" means any county, city or town of the state of Washington.
- "Operation" includes, but is not limited to, operation, management, and marketing.
- "Person" means the federal government or any agency thereof, the state or any agency, subdivision, taxing district or Municipal Corporation thereof other than county, city or town, any private corporation, partnership, association, or individual.
- "Tourism" means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- "Tourism promotion" means activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing of special events and festivals designed to attract tourists.
- "Tourism-related facility" means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor, and used to support tourism, performing arts, or to accommodate tourist activities.
- "Tourist" means a person who travels from a place of residence to a different town, city, county, state, or country, for purposes of business, pleasure, recreation, education, arts, heritage, or culture.

TAB - F

Ariel Smith

From: David Glasson
Sent: Monday, June 25, 2018 8:00 AM
To: Jerry Phillips; David Glasson; Ariel Smith; clerk@ilwaco-wa.gov
Subject: Permit Directory was executed at 6/25/2018 8:00:05 AM



Permit Directory

Permit List: All Permits
Permit Year: 2018

Permit Number	Applicant	Applicant Type	Property	Permit Status	
Accessory Structure - Ilwaco					
IL-180410	Currie, Mark	Owner	903 Lake St SE	Issued	
IL-180416	Robinson, Bob & Barb	Owner	6908 Rochelle Way	Issued	
IL-180507	Knutzen, Doug	Owner	805 North Head Rd	Issued	
Type Total					3
Accessory Structure - Long Beach					
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 SW Sid Snyder Dr	Completed / Closed	
LB-180404	Ace Construction & Repair	Contractor	1802 California Ave S	Completed / Closed	
LB-180411	Sheehan, Colleen	Owner	323 NE 9th St	Pending	
LB-180524-B	Aasen, Joe	Owner	112 17th St SE	Pending	
Type Total					6
Change of Occupancy Calss - Ilwaco					
IL-180502	Miller, Rod & Marcene		203 Howerton way	Issued	
Type Total					1
Deck -LB					
LB-180524	Rozenkranz, Kim & Donna	Owner	108 Pioneer Rd E	Issued	
LB-180525	Big Tuna Construction	Contractor	130 28th St NW	Pending	
Type Total					2
Demo - LB					
LB-180221	Aasen, Joe	Owner	112 17th St SE	Issued	
LB-180331	Hart, Pat		115 SE 8th St	Issued	
LB-180402	EFA	Designer	1004 N Pacific Ave	Issued	
LB-180423	Janas, Diane	Owner	105 NE 22nd ST	Issued	
Type Total					4
Fence Permit					
F-2018-1	Sawyer, Jim & Joy	Owner	404 SW 17th St	Completed / Closed	
F-2018-2	Mauch, Andrew		1518 N Washington Ave	Completed / Closed	
Type Total					2
Manufactured Home - LB					
LB-180308	Veazee, Richard	Owner	309 Pioneer Rd E	Issued	
Type Total					1
Mechanical - IL					
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	Completed / Closed
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	Issued
IL-180427	P & L Johnson Mechanical Inc	Contractor	127 Lake St SE	Issued
Type Total				9
Mechanical -LB				
LB-180110	Bankert, Kathleen Q.	Unknown	105 N 13th ST	Completed / Closed

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Permit Number	Applicant	Applicant Type	Property	Permit Status
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	Completed / Closed
LB-180319	Stowe Mechanical	Contractor	400 N Pacific Ave	Issued
LB-180410	Patty's Fish Tacos	Unknown	400 Pacific Ave S	Issued
LB-180417	Diamond Heating	Contractor	218 SW 18th ST	Pending
LB-180427	Stowe Mechanical	Contractor	1210 S Idaho Ave	Issued
LB-180427-B	Stowe Mechanical	Contractor	2018 Washington Ave N	Issued
LB-180514	ACCO Engineered Systems	Contractor	200 Bolstad Ave E	Pending
LB-180516	Diamond Heating	Contractor	504 Pacific Ave S	Pending
LB-180612-B	Stowe Mechanical	Contractor	410 17th St SW	Issued
LB-180620	Sunset Air, INC.	Contractor	302 5th St NW	Pending
LB-180620-B	Sunset Air, INC.	Contractor	109 7th St NE	Pending
Type Total				15
New Multi-Family Residence - LB				
LB-180619	Lofstrom, Tracy & Randall	Owner	1401 Ocean Beach Blvd N	Pending
Type Total				1
New SFR - IL				
IL-180320	EFA	Contractor	3032 Ocean View Ct.	Pending
IL-180406	Oman, Stephen & Blair	Owner	750 Lakeview Dr	Issued
IL-180419	Clarno, Troy & Jan	Owner	1739 SR 101	Pending
IL-180605	Falkenberg, Humaira	Owner	3030 Ocean View Ct	Pending
IL-180611	DV8, LLC	Owner	216 Pearl Ave S	Pending
Type Total				5
New SFR - LB				
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 NE 22nd ST	Issued
LB-180604	Newrock Homes, Inc.	Contractor	311 17th St SW	Pending
LB-180618-B	Asmussen, Michael	Owner	220 5th St NW	Pending
Type Total				5
Plumbing Only - LB				
LB-180412	Tranquility Partners LLC	Owner	800 N Washington Ave	Issued
Type Total				1
Renovation/Addition - Ilwaco				
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
IL-180510	Christiansen, Jeff & Joan	Owner	211 Myrtle Ave SE	Issued
IL-180530	Erdman, Erik	Unknown	215 Howerton Way	Pending
Type Total				5
Renovation/Addition - LB				

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 NE 7th ST	Completed / Closed	
LB-180322	Freiheit & Ho Architects	Designer	100 SE 16th ST	Pending	
LB-180330	Stotts, Kaarina M	Owner	811 S Pacific Ave	Completed / Closed	
LB-180413	Miller, Isaac	Owner	101 S Pacific Ave	Issued	
LB-180417-B	Olson, Karen	Owner	110 NE 7th ST	Completed / Closed	
LB-180522	Hunt Lane Properties LLC	Owner	107 6th St SE	Pending	
LB-180618	Good Boys Construction LLC	Contractor	107 6th St SE	Pending	
Type Total					9
Right-of-Way Work Permit					
RW-180312	Pacific Co PUD #2	Unknown	510 & 512 N Ocean Beach Blvd	Issued	
Type Total					1
Structural Repair/Misc - Ilwaco					
IL-180115	EFA	Contractor	1113 Iris Ave SE	Completed / Closed	
IL-180330	Ocean Beach Hospital	Owner	174 First Ave N	Issued	

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Permit Number	Applicant	Applicant Type	Property	Permit Status	
IL-180423	Big Tuna Construction	Contractor	2150 Klahanee Dr	Issued	
IL-180606	Helligso Construction	Contractor	165 Howerton Way	Pending	
Type Total					4
Structural Repair/Misc - LB					
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 S Pacific Ave	Issued	
LB-180430	Charter Construction Inc	Contractor	501 S Shoreview Dr	Issued	
LB-180507	Good Boys Construction	Contractor	107 6th St SE	Completed / Closed	
LB-180612	Christoson, Susan	Unknown	703 Pacific Ave N	Pending	
LB-180613	Lee, Bobby & Danny	Owner	105 SW 13th St	Issued	
Type Total					8
Grand Total					82

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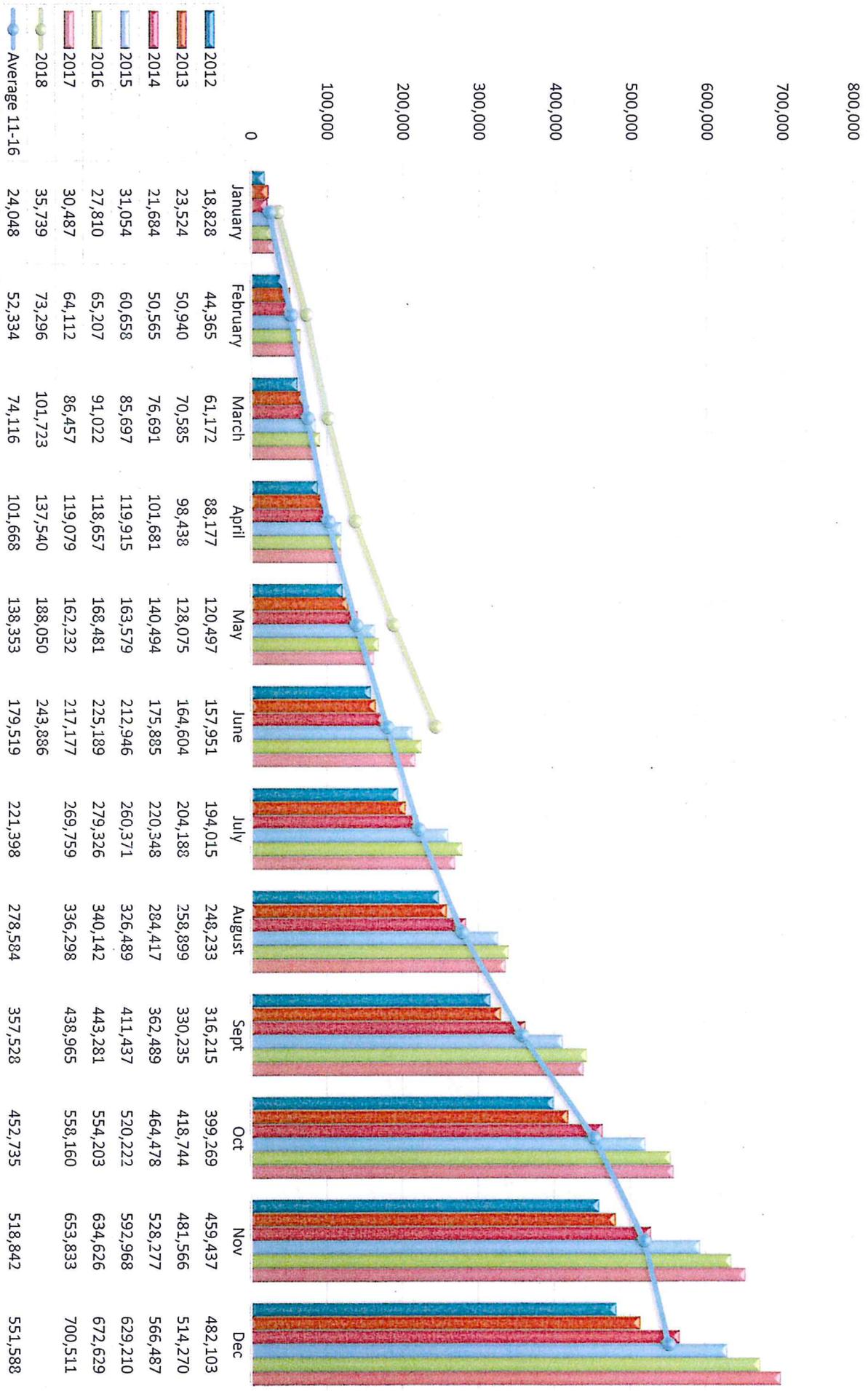
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The report is accessible at the following address:

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

Lodging Tax Collections



Sales Tax Collections

