



AGENDA – Monday, December 2, 2019

7:00 p.m. City Council Meeting

Long Beach City Hall
115 Bolstad Avenue West

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

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

PROCLAMATION - WREATHS ACROSS AMERICA – TAB A

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, November 18, 2019 City Council Meeting
- Payment Approval List for Warrant Resisters 59052-59079 & 86071-86106 for \$217,126.67

BUSINESS

- AB 19-92 – Ordinance 976 - 2020 Budget - **Public Hearing** -TAB C
- AB 19-93 – Ordinance 977 – 2020 Water, Sewer and Stormwater Rates– TAB D
- AB 19-94 – Technical Services Agreement with the EDC – TAB E
- AB 19-95 – Greywater Disposal Agreement – TAB F
- AB 19-96 – Scope of Work Agreement for Engineering Services for the South WA project – TAB G

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB H

- TIB Award
- Sales Tax Collections
- Lodging Tax Collections
- Transportation Benefit District Collections
- Report and Decision for CAO V 2019-04
- Peninsula Food Bank Challenge

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.
December 16, 2019, January 6, 2020 and January 21, 2020

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

The City of Long Beach, WA.

Proclamation

Whereas, the Daughters of the American Revolution (DAR), founded in 1890 and headquartered in Washington, D.C., is a non-profit, non-political volunteer women's service organization dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children; and

Whereas, as one of the most inclusive genealogical societies in the country, DAR boasts 180,000 members in 3,000 chapters across the United States and internationally who can prove lineal descent from a patriot of the American Revolution; and

Whereas, the "Ocian In View" Chapter was organized by fourteen women on October 8, 2011 in Ocean Park, Washington. The founders chose the name "Ocian in View" from the Lewis and Clark expedition journals; and

Whereas, on Saturday, December 14th, 2019 members of the Long Beach community will gather together to honor veterans during the holiday season as part of the annual Wreaths Across America Day; and

Whereas, Sandra Edwards, Vice Regent of the "Ocian in View" chapter of National Society of the Daughters of the American Revolution, has volunteered to conduct the WAA ceremony this year at the Veterans Field Flag Pavilion, Saturday, December 14th, 2019 starting at 9:00am. Seven ceremonial wreaths will be placed to remember all soldiers, sailors, airmen, and marines who served, honor their sacrifices, and teach our younger generations about the high cost of our freedom; and

Whereas, specially designated wreaths for the Army, Marines, Navy, Air Force, Coast Guard, Merchant Marines, and POW/MIA will be placed on memorials during a ceremony that will be coordinated simultaneously at over 1,000 participating locations all across the country; and

Whereas, in 2019 it is projected that around a million wreaths will be placed nationwide by over 600,000 volunteers as part of the Wreaths Across America mission to Remember, Honor, and Teach; and

Whereas, Wreaths Across America is a national nonprofit organization founded in 2007 to continue and expand the annual wreath-laying ceremony begun by Morrill Worchester in Maine in 1992;

Now, therefore, I, Jerry Phillips, Mayor of Long Beach, Washington, do hereby proclaim December 14th, 2019, as

Wreaths Across America Day of Appreciation

In Long Beach, Washington, and I urge all citizens to join me on Saturday, December 14th, 2019 at 9:00am at the Veterans Field Flag Pavilion in this special ceremony hosted by the DAR.

Signed this 2nd day of December 2019

Jerry Phillips

Mayor, Long Beach, Washington

TAB - B

LONG BEACH CITY COUNCIL MEETING

November 18, 2019

6:00 COUNCIL WORKSHOP

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

WS 19-28 - Budget Workshop

-David Glasson, City Administrator, presented the workshop bill.

Overview of all the funds.

- **No decisions or motions were made at this time.**

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

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

ROLL CALL

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

OATH OF OFFICE- SUE SVENDSEN

Sue Svendsen was sworn in as the new City of Long Beach Councilmember Position #1.

PUBLIC COMMENT

Tony Sopoko made a comment about salaries. Karla Jensen commented on salaries and the Visitor's Bureau.

CONSENT AGENDA

Minutes, November 4, 2019 City Council Meeting

Payment Approval List for Warrant Registers 59016-59051 & 85995-86069 for \$943,789.26

C. Murry made the motion to approve the Consent Agenda. C. McGuire seconded the motion; 5 Ayes, motion passed.

BUSINESS

AB 19-86– Resolution 2019-11- Setting the Property Tax Levy for 2020- PUBLIC HEARING

The Mayor opened the public hearing at 7:07 p.m.

David Glasson, City Administrator, presented the Agenda Bill. The preliminary budget has been prepared with a 1.0% increase in property taxes, plus any new construction, banked amount and annexations. The amount of increase for 2020 is \$18,147.

The Mayor closed the public hearing 7:07 p.m.

C. Murry made the motion to approve Resolution 2019-11, setting property tax rates. C. Svendsen seconded the motion; 3 Ayes, 2 Nays (C. Kemmer, C. Cline)

AB 19-87– Preliminary Budget Hearing- PUBLIC HEARING

The Mayor opened the public hearing at 7:15 p.m.

David Glasson, City Administrator, presented the Agenda Bill. The city is required to have a public hearing regarding the preliminary budget. Anyone from the public is welcome to comment. Copies were provided upon request.

Karla Jensen talked about funding the Visitor's Bureau through various city funds.

The Mayor closed the public hearing at 7:16 p.m.

No motion was necessary.

AB 19-88– Contract with SDS Consulting

David Glasson, City Administrator, presented the Agenda Bill. SDS Consulting has been instrumental in helping the City secure funding from the legislature for the police department. She has also helped lobby for the Tourism Promotion Area and to retain MRSC as a benefit to small cities. Her schedule for 2020 is outlined in the attached agreement.

C. McGuire made the motion to authorize the Mayor to sign the agreement. C. Kemmer seconded the motion; 5 Ayes, motion passed.

AB 19-89– Shoe Boxes of Joy

Ariel Smith, Community Development Director presented the Agenda Bill. Shoe Boxes of Joy asked to use the Long Beach Depot for the period between Thanksgiving and the end of the year (November 25th through 27th). They have operated out of the Depot for the last 9 years, and the program has been in existence for about 12 years in total. The Depot would be used as a drop-off location for food and goods, and as a storage and repackaging facility for distribution of holiday packages for shut-ins and low-income elderly Peninsula residents.

This recognized area charitable program asks that the Council consider waiving or substantially reducing the rental fee (normally \$50 per day) so that money might go to those being served by the program.

This is not a land use specifically called out in the code, and so they request a special use permit.

C. McGuire made the motion to conditionally approve SUP 2019-08. C. Murry seconded the motion; 5 Ayes, motion passed.

AB 19-90– PPR 2nd Street Closure Request

Ariel Smith, Community Development Director presented the Agenda Bill. Project Community Connect is requesting to close a portion of 2nd ST NE from Pacific Hwy to Oregon Ave N on January 23rd, 2020 from 8:00 a.m. to 4:00 p.m. They also requested the City Council waive the Train Depot rental fee and Special Use Permit application fee. Project Community Connect would be responsible to restore the site to its original condition.

C. McGuire made the motion to approve SUP 2019-09 allowing Project Community Connect to close a portion of 2nd ST NE from Pacific Hwy N to Oregon Ave N for the full day of January 23, 2020 and to waive all fees associated with the rental and application. C. Murry seconded the motion; 5 Ayes, motion passed.

AB 19-91– Laserfiche Cloud Solutions

David Glasson, City Administrator, presented the Agenda Bill. This system would allow every department to store and retain records on a cloud-based system.

C. Murry made the motion to authorize the Mayor to sign the agreement. C. McGuire seconded the motion; 5 Ayes, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Water Department Report for October 2019
- Parks, Streets and Stormwater Report for 2019
- Police Chief's Report for October 2019
- Wastewater Report for October 2019
- Thank You Note
- Letter of Gratitude

EXECUTIVE SESSION- Performance of a Public Employee RCW42.30.110(1)(g)

Mayor Phillips announced the council would be going into executive session for 10 minutes. The executive session began at 7:25 p.m. and ended at 7:35 p.m. No action was taken.

ADJOURNMENT

The Mayor adjourned the meeting at 7:35 p.m.

Mayor

ATTEST:

City Clerk



Warrant Register

Check Periods: 2019 - November - Second

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

Council Member	Council Member	Council Member	Clerk/Treasurer
Number	Name	Due Date	Amount
59062	Bell, Helen S	11/20/2019	\$308.07
59063	Birion, Jacob	11/20/2019	\$1,863.73
59054	Booi, Kristopher A	11/20/2019	\$1,838.97
59055	Eastham, Miranda L	11/20/2019	\$2,033.46
59056	Gilbertson, Bradley K	11/20/2019	\$1,595.04
59057	Goulter, John R.	11/20/2019	\$1,823.85
59058	Huff, Timothy M.	11/20/2019	\$1,636.11
59059	Jewell, Kyle E	11/20/2019	\$1,078.33
59060	Kemmer, Larry L	11/20/2019	\$1,496.03
59061	Luehne, Paul J	11/20/2019	\$1,601.80
59062	Miller, Matt W	11/20/2019	\$1,519.02
59063	Mortenson, Tim	11/20/2019	\$1,804.30
59064	Padgett, Timothy J	11/20/2019	\$1,591.36
59065	Persell, Whitney J	11/20/2019	\$1,105.40
59066	Wood, Matthew T	11/20/2019	\$1,666.81
59067	Wright, Flint R	11/20/2019	\$2,813.36
59068	Zuern, Donald D.	11/20/2019	\$2,269.91
59069	Cowser, Eric W	11/20/2019	\$813.98
59070	AFLAC	11/20/2019	\$491.97
59071	City of Long Beach - Fica	11/20/2019	\$13,092.58
59072	City of Long Beach - FWH	11/20/2019	\$8,522.41
59073	Dept of Labor & Industries	11/20/2019	\$1,984.61
59074	Dept of Retirement Systems	11/20/2019	\$16,389.75
59075	Dept of Retirement Systems Def Comp	11/20/2019	\$3,206.50
59076	Discovery Benefits Inc.	11/20/2019	\$150.00
59077	Employment Security Dept	11/20/2019	\$215.37
59078	Massmutual Retirement Services	11/20/2019	\$675.00
59079	Teamsters Local #58	11/20/2019	\$209.50
86071	Active Enterprises, Inc.	11/26/2019	\$407.96

Execution Time: 10 second(s)

Printed by CLB1\HelenB on 11/26/2019 6:35:22 PM
Register

Number	Name	Print Date	Closing Date	Amount
86072	Alisco-American Linen Div.	11/26/2019		\$51.96
86073	American Water Works Association	11/26/2019		\$235.00
86074	Astoria Janitor & Paper Supply	11/26/2019		\$491.28
86075	Bank of The Pacific	11/26/2019		\$41,687.97
86076	Brat Wear - Sound Uniform Solutions	11/26/2019		\$141.31
86077	CASCADE MACHINERY & ELECTRIC	11/26/2019		\$1,591.63
86078	Charter Communications	11/26/2019		\$334.93
86079	Chinook Observer	11/26/2019		\$237.03
86080	Cutlip, Eugene or Marie	11/26/2019		\$6.07
86081	Evergreen Septic Pumping LLC	11/26/2019		\$4,113.21
86082	Fastenal Company	11/26/2019		\$357.13
86083	Galls, LLC	11/26/2019		\$520.89
86084	Global Environmental Products	11/26/2019		\$77.94
86085	Gray & Osborne	11/26/2019		\$46,142.79
86086	Hedges, Jan Lem	11/26/2019		\$498.07
86087	K & L Supply, Inc.	11/26/2019		\$519.69
86088	Long Beach Commercial Security	11/26/2019		\$420.20
86089	Pacific County Fire District #1	11/26/2019		\$100.00
86090	Pacific County Sheriffs	11/26/2019		\$9,595.50
86091	PCE Pacific Inc.	11/26/2019		\$684.71
86092	Powell, Sellar & Co., P.S	11/26/2019		\$2,690.00
86093	ProForce Law Enforcement	11/26/2019		\$463.52
86094	Public Utility District 2	11/26/2019		\$9,848.86
86095	Smith, Ariel	11/26/2019		\$192.44
86096	State Auditor's Office	11/26/2019		\$3,290.85
86097	Taft Plumbing	11/26/2019		\$919.28
86098	Tangly Cottage Garden	11/26/2019		\$1,102.62
86099	Thompson, John	11/26/2019		\$823.07
86100	TIAA Bank	11/26/2019		\$227.97
86101	Usa Blue Book	11/26/2019		\$1,751.73
86102	Western Display Fireworks	11/26/2019		\$1,500.00
86103	Wex Bank	11/26/2019		\$2,000.00
86104	Weyerhaeuser NR Company	11/26/2019		\$8,447.28
86105	Wilcox & Fiegel Oil Co.	11/26/2019		\$1,765.98
86106	Zee Medical Service Co.	11/26/2019		\$90.58
Total				\$217,126.67
Grand Total				\$217,126.67

TAB - C



**CITY COUNCIL
AGENDA BILL
AB 19-92**

Meeting Date: December 2, 2019

AGENDA ITEM INFORMATION		
SUBJECT: 2020 Budget Adoption – Public Hearing	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST:	Water/Wastewater Supervisor	
	Other:	
SUMMARY STATEMENT: 2020 Final Budget Public Hearing		
RECOMMENDED ACTION: Receive public comment on the proposed budget. If the City Council is satisfied, adopt Ordinance 976, otherwise continue the public hearing to a future date.		

ORDINANCE No. 976

AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON, ADOPTING THE 2020 FINAL BUDGET.

WHEREAS, it is required that each municipality adopt an annual budget, and,

WHEREAS, the City Clerk did publish in a timely manner all required notices for said budget, and,

WHEREAS, the City Council held several budget workshops and a public hearing at City Council meetings,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, that the 2020 Final Budget is hereby adopted.

PASSED this 2nd day of December 2019.

AYES

NAYS

ABSENT

ABSTENTIONS

Jerry Phillips, Mayor

ATTEST:

Helen Bell, City Clerk

2020 FINAL BUDGET

<i>Fund</i>	<i>Revenues & Non Revenues</i>	<i>Expenditures & Non Expenditures</i>
Current Expense	1,818,802	1,979,898
Current Expense Sinking Fund	50,000	\$0
Capital Projects	\$103,000	\$86,000
Law Enforcement	1,791,566	1,801,186
Fire Equipment	\$692,408	697,408
Streets	1,184,225	1,293,829
Streets Sinking Fund	\$40,000	\$0
Lodging Tax	\$753,500	\$777,564
Lodging Tax Sinking Fund	\$45,000	\$0
Capital Improvement	\$147,000	\$222,481
Water Operations	\$2,692,420	\$2,644,915
Water Sinking Fund	\$65,000	\$0
Sewer Operations	\$2,853,564	\$2,794,076
Sewer Sinking Fund	\$60,000	\$0
Storm Water	\$300,019	\$294,191

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 19-93**

Meeting Date: December 2, 2019

AGENDA ITEM INFORMATION

SUBJECT: Setting Water, Sewer and Storm Water Rates for 2020	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: N/A	Other:	

SUMMARY STATEMENT: This adopts the rate increases discussed during the budget workshops. Monthly residential rates for Water increase \$1.45, Sewer increases \$5.40 and Storm Water increases \$0.42 for a total monthly increase of \$7.92 per month (including utility tax).

RECOMMENDED ACTION: Adopt Ordinance 977.

ORDINANCE No. 977

AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON RELATING TO UTILITIES; AMENDING RATES AND CHARGES OF THE WATERWORKS UTILITY, INCLUDING THE WATER SYSTEM AND THE SEWER SYSTEM; ESTABLISHING SCHEDULE AND PROGRAM FOR RATE STABILIZATION; ESTABLISHING EFFECTIVE DATE.

THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON DOES HEREBY ORDAIN, AS FOLLOWS:

Section 1. RECITALS AND FINDINGS.

1.1 The City of Long Beach ("City") owns and operates a Waterworks Utility, including a water system, sewer system, and storm and surface water system ("Utility"), including both local and regional facilities.

1.2 The City has financed the acquisition and improvement of local and regional Utility facilities with the proceeds of its revenue bonds.

1.3 The facilities and services provided by the Utility are critical to the health, welfare and safety of the citizens of the City and the neighboring community served by the Utility.

1.4 Rate adjustments are necessary from time to time to ensure that sufficient revenues exist to properly maintain and efficiently operate the Utility and make additions and planned improvements as appropriate.

Section 2. WATER RATES AND CHARGES.

2.1 Water rates for lots connected to the water system.

The rates and charges for water service to lots connected to the water system within the corporate limits of the city are fixed and established as follows:

A. The minimum monthly rate charge is based on meter size per the following schedules:

Inside City Limits:

METER SIZE	2016	2017	2018	2019	2020
Residential 3/4 - 1"	\$ 29.09	\$ 32.00	\$ 35.20	\$ 36.26	\$ 37.71
Commercial 3/4 - 1"	\$ 34.61	\$ 38.07	\$ 41.88	\$ 43.14	\$ 44.86
Commercial 1.5"	\$ 41.17	\$ 45.29	\$ 49.82	\$ 51.31	\$ 53.36
Commercial 2"	\$ 59.45	\$ 65.40	\$ 71.94	\$ 74.10	\$ 77.06
Commercial 3"	\$ 80.78	\$ 88.86	\$ 97.75	\$ 100.68	\$ 104.71

Outside City Limits:

METER SIZE	2016	2017	2018	2019	2020
Residential 3/4 - 1"	\$ 43.66	\$ 48.03	\$ 52.83	\$ 54.41	\$ 56.59
Commercial 3/4 - 1"	\$ 51.91	\$ 57.10	\$ 62.81	\$ 64.69	\$ 67.28
Commercial 1.5"	\$ 61.71	\$ 67.88	\$ 74.67	\$ 76.91	\$ 79.99
Commercial 2"	\$ 89.18	\$ 98.10	\$ 107.91	\$ 111.15	\$ 115.60
Commercial 3"	\$ 121.18	\$ 133.30	\$ 146.63	\$ 151.03	\$ 157.07

- B. Commodity Charge. The monthly commodity charge (or excess rate) is charged per the following schedule regardless of water meter size:

Beginning on the 20th day of December 2019 and effective on the first day of January for each and every succeeding year on and after 2020, shall be subject to a commodity charge for each 100 cubic feet of water in excess of the 400 cubic foot minimum allowed per month thereof, as follows:

Inside City Limits:

	2017	2018	2019	2020
Subservice Charge	\$ 3.36	\$ 3.70	\$ 3.81	\$ 3.96
Nursing Home / Bed	\$ 1.28	\$ 1.41	\$ 1.45	\$ 1.51
Commodity / 100 cu ft.	\$ 5.72	\$ 6.29	\$ 6.48	\$ 6.74

Outside City Limits:

	2017	2018	2019	2020
Subservice Charge	\$ 5.03	\$ 5.53	\$ 5.70	\$ 5.93
Nursing Home / Bed	\$ 1.91	\$ 2.10	\$ 2.16	\$ 2.25
Commodity / 100 cu ft.	\$ 5.72	\$ 6.29	\$ 6.48	\$ 6.74

- C. Contracts Authorized. The city council may enter into contracts with water users deviating from such rates where special circumstances dictate; provided, that such rates shall not be discriminatory.

Section 3. STORM AND SURFACE WATER RATES AND CHARGES.

Rates and charges.

- A. The rates and charges set forth in this chapter shall be considered uniform rates and charges for the following uniform rates per class of customers or service furnished by the system:
1. On and after December 20, 2019, and thereafter effective on the first day of January for each and every succeeding year the rates shall be as follows:

	2016	2017	2018	2019	2020
Residential	\$10.97	\$12.07	\$13.28	\$13.94	\$14.36
Commercial (per/ERU)	\$10.97	\$12.07	\$13.28	\$13.94	\$14.36

The ERU is a Residential Equivalent Unit equal to 3,600 square feet. The City Administrator or his designee shall determine the quantity of the storm and surface water drainage from lots that are dedicated to a substantially undeveloped state by virtue of being public parks, recreational area, other undeveloped publicly owned land, or open space designated under RCW Chapter 84.34.

- B. For purposes of computing storm and surface water rates under this section, the land use designation as residential or commercial shall be the principal activity on the premises as determined by the City Administrator or his designee. For rate purposes, developed and undeveloped residential lots shall be deemed a single class. Developed lots are those for which any city or county permit or application for real estate improvement activity (including, but not limited to driveway, septic, building and electrical improvements and water meter installation) has been issued, should have been issued or would now be required if the development occurred under present city regulations.

Section 4. SEWER RATES AND CHARGES.

4.1 Sewer rates for connected lots.

The rates and charges for sewer service to lots are fixed and established as follows:

A. Rates.

The monthly charges effective December 20, 2019 and January for each and every succeeding year the rates shall be as follows:

SEWER - In City Rate

Sewer type	2017	2018	2019	2020
Single Family Residence	\$ 59.05	\$ 64.96	\$ 67.56	\$ 72.96
Apartments, Per Unit	\$ 59.05	\$ 64.96	\$ 67.56	\$ 72.96
Motels, Base Charge	\$ 78.76	\$ 86.64	\$ 90.11	\$ 97.32
Motels, each additional rental	\$ 13.34	\$ 14.67	\$ 15.26	\$ 16.48
Condominiums, each rental	\$ 59.05	\$ 64.96	\$ 67.56	\$ 72.96
Mobile Home Parks, each rental space	\$ 58.80	\$ 64.68	\$ 67.27	\$ 72.65
Trailer Parks, Base Charge	\$ 78.87	\$ 86.76	\$ 90.23	\$ 97.45
Trailer Parks, each hookup	\$ 9.84	\$ 10.82	\$ 11.25	\$ 12.15
Laundromats, self-service & Dry Cleaning	\$ 270.23	\$ 297.25	\$ 309.14	\$ 333.87

Industrial Laundry	\$ 491.93	\$ 541.12	\$ 562.76	\$ 607.78
Car Washing Facilities	\$ 270.23	\$ 297.25	\$ 309.14	\$ 333.87
Canner Operations	\$ 270.23	\$ 297.25	\$ 309.14	\$ 333.87
Restaurants, Taverns (first 20 person capacity)	\$ 112.74	\$ 124.01	\$ 128.97	\$ 139.29
Restaurants, Taverns (each additional 5 person capacity)	\$ 8.62	\$ 9.48	\$ 9.86	\$ 10.65
Schools - Summer Rate	\$ 147.53	\$ 162.28	\$ 168.77	\$ 182.27
Schools - Sept. - May (each occupant)	\$ 4.18	\$ 4.60	\$ 4.78	\$ 5.16
Nursing Homes, Convalescent Center base charge	\$ 68.95	\$ 75.85	\$ 78.88	\$ 85.19
Nursing Homes, Convalescent Center each patient bed available	\$ 13.34	\$ 14.67	\$ 15.26	\$ 16.48
Service Station	\$ 78.76	\$ 86.64	\$ 90.11	\$ 97.32
Churches, municipal parks & buildings	\$ 88.61	\$ 97.47	\$ 101.37	\$ 109.48
Theaters, large stores, banks, medical & Dental clinics, mortuaries & beauty shops	\$ 90.37	\$ 99.41	\$ 103.39	\$ 111.66
Fraternal Halls, per floor	\$ 127.97	\$ 140.77	\$ 146.40	\$ 158.11
Business offices, small stores & optometrist	\$ 64.20	\$ 70.62	\$ 73.44	\$ 79.32
State Parks Restroom Facilities	\$ 190.97	\$ 210.07	\$ 218.47	\$ 235.95

B. Sewer Rates Standards and Policies.

The City Council may enter into contracts with sewer users deviating from the rates in this Section where special circumstances dictate; provided, that such rates shall not be discriminatory.

C. Disputes.

All questions or disputes regarding the appropriate rate to be applied to the structure shall be resolved by the City Administrator. Any appeal from the decision of the City Administrator shall be to the city hearing examiner.

Section 5. AGGREGATE OF RATES.

The City declares that the rates and charges fixed and placed in effect by this Ordinance are founded on assumptions that there will be growth in the number of services (connections) and in demand in the City and neighboring community. The City adopts and establishes whatever aggregate monetary charges the rates and charges, placed in effect by this Ordinance, generate when applied to the units of service provided, now and in the future.

Section 6. LOW INCOME SENIOR CITIZEN DISCOUNT RATE.

6.1 The following will be low income senior citizen discount rate guidelines:

A. The low income senior citizen discount will apply only to the base rate for the billing.

B. Current full-time residential or owner occupied commercial customers of the City of Long Beach, Washington Utility System may apply for a discount under the Utility Discount Program by filing an application attesting and affirming to the following:

1. Utility service in under the occupant's (applicant's) name.
2. The applicant has been a full-time resident in the Long Beach Utility Service area using utilities for not less than one (1) year.
3. Senior Citizen is Age 65 or older as of January 1, 2020.
4. Rates for applicants approved for the Senior Citizen Low Income Utility Discount Program shall receive the following credit against the applicant's utility bill for each calendar year.

Total Household Income	Percentage of Credit	Discount for 2 Months	Annual Total
\$25,475 - \$29,631	5%	\$12.50	\$75.00
\$15,796 - \$25,474	10%	\$25.01	\$150.06
\$9,519 - \$15,795	25%	\$62.52	\$375.12
\$9,518 and under	40%	\$100.02	\$600.12

Maximum allowable credit per year is \$600.12

5. Eligible residential customers are required to reapply for this program on an annual basis.
6. The total income from all sources of everyone living in the home shall be reported. If this is a new application, please provide a copy of your 2019 IRS Tax Return with schedules, along with supporting documentation.

Section 7. SEVERABILITY.

If any portion of this ordinance as now or hereafter amended, or its application to any person or circumstances, is held invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision or part thereof not adjudged to be invalid or unconstitutional, and its application to other persons or circumstances shall not be affected.

Section 8. REPEAL OF CONFLICTING ORDINANCES.

All previous Ordinances are hereby repealed insofar as they may be in conflict with this Ordinance.

Section 9. EFFECTIVE DATE.

This Ordinance shall take effect five days after publication.

ADOPTED this 2nd day of December 2019.

AYES

NAYS

ABSENT

ABSTENTIONS

Mayor

ATTEST:

City Clerk/Treasurer

TAB - E



**CITY COUNCIL
AGENDA BILL**

AB 19-94

Meeting Date: December 2, 2019

AGENDA ITEM INFORMATION

SUBJECT: Pacific County
Economic Development
Council Agreement for
Technical Services

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

Finance Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

Other:

DG

COST: \$4,000.00

SUMMARY STATEMENT: This is the annual contract the city has with the EDC for technical services. The EDC would like to have the Council approve this agreement and have the Mayor sign. This amount has been incorporated into the 2020 budget.

RECOMMENDED ACTION: *Authorize the Mayor to sign the agreement.*



2019 Board of Directors

"Facilitators of Economic Development"

Guy Glenn, President

Port of Ilwaco

Jamie Judkins Vice

President

Willapa Bay Enterprises

Larry Cohen, Vice President

Ocean Beach Hospital

Laura Smith, Treasurer

The Bank of the Pacific

Nancy Gorshe

The Depot Restaurant

Colleen Nissell

Dennis Company

Jason Dunsmoor

PUD #2

Rich Evans

Pacific Transit System

Kim Patten

WSU Coop Extension

Jeff Harrell

Peninsula Pharmacies

Donald Alber

Jessie's Ilwaco Fish, Co.

Tim Morris

Coast Seafoods

Nancy Estergard

Grays Harbor College

Matt Winters

The Chinook Observer

Julie Struck

City of South Bend

Tina McGuire

City of Long Beach

Gary Forner

City of Ilwaco

Rebecca Chaffee

Port of Willapa Harbor

Jay Personius

Port of Peninsula

Tiffany Turner

Adrift Hotel

Adam Zeigler

Ambrosia Technology

Tony Nordin

City of Raymond

Jacci Dyer

Kenanna RV Park

November 21, 2019

City of Long Beach

Please find enclosed the service contracts that PCEDC submits to each of your annual membership. Your funds are extremely important to the operation of the PCEDC and I look forward to continuing to work with each of you as the year progresses.

Below are highlights of projects that we are currently working on and a few we've completed

Jim Sayce, Executive Director

As an organization that is dedicated to promoting all of Pacific County, we aim to be involved in projects on both the North and South ends, supporting many different partners in any way that we can. In recent months we have also begun looking inward, at our own organization, to ensure we are operating as effectively and efficiently as we need to in order to best serve our membership.

PCEDC is engaged in several projects with local private businesses, nonprofit organizations, and public entities across Pacific County. These projects include bringing Lean Training to Jessie's Ilwaco Fish in conjunction with Impact Washington and Grays Harbor College; assisting the City of Long Beach in writing a \$100,000 Transportation Alternative Grant for "Beach to Bay" trail planning; assisting the Port of Ilwaco in acquiring \$68,800 in funding for a countywide Broadband Assessment; supporting the upgrades at Willie Keil's Gravesite with the Northwest Carriage Museum and Washington State Parks; and working with Impact Washington on the Ocean Beach Hospital Future of Work project and proposing a Future of Work project with Willapa Harbor Hospital.

Another focus of ours is aligning PCEDC with Pacific Council of Governments (PCOG). PCEDC and PCOG have worked closely for a quarter of a century, but the both boards have identified changes in our partnership that would benefit both organizations. For example, with a more formalized partnership, PCEDC will be eligible to apply for a broader range of grants. Not all the details have been ironed out yet, so we will be working creatively to form a partnership that best suits both parties' needs.

Your support helps us strengthen the economy and your business at the same time. Please feel free to call our office at (360) 642-9330 or (360) 875-9330 if you have any questions.

600 Washington Ave.

Raymond, WA 98577

(360) 875-9330

(360) 642-9330

www.pacifiedc.org

2020 CONTRACT FOR TECHNICAL SERVICES

Between

City of Long Beach

and the

Pacific County Economic Development Council

THIS AGREEMENT is entered into on this _____ day of _____, 2020, the City of Long Beach, hereinafter referred to as the "City", and the Pacific County Economic Development Council, hereinafter referred to as the "EDC".

WHEREAS, the EDC is actively pursuing and facilitating the location and expansion of business and industry in Pacific County through the development of a marketing strategy aimed at attracting new business and industry, the implementation of business assistance programs, the promotion of tourism and retirement living, and the establishment of liaison with local, county and state governments as well as the private business sector to coordinate and promote economic growth and development while preserving the quality of life in Pacific County; and

WHEREAS, the City is undertaking certain activities necessary to promote economic growth and development; and

WHEREAS, the City desires to engage the EDC to render certain technical advice and assistance in connection with such undertakings by the City;

THEREFORE, the parties do mutually agree as follows:

1. Scope of Service. The EDC will: (a) receive from the City inquiries from businesses and industries indicating an interest in locating in the vicinity of the City and responding to such inquiries with information and materials including, but not limited to, wage rates, employment figures, personal income statistics, site availability and such other data as may be requested; (b) furnish current research data to assist the City in the area of economic growth and development. Such data shall include, but shall not be limited to, surveys of industrial growth within Pacific County, employment, population and general statistical information and other information of similar nature; (c) provide, free of additional charge, published materials prepared by the EDC to such persons as the City may direct plus other reports and studies as the EDC may prepare. Such materials may include, but are not limited to, wage rates, employment figures, personal income statistics and other special reports; and (d) serve as a general research reference service and assist in preparing replies to inquiries about facilities and resources required by new industries which may consider the City's services area for location or expansion.

2. Time of Performance. The services of the EDC are to commence on the first day of January, 2020, and terminate on the thirty-first of December, 2020. The duration of the contract may be extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the contract or terminated by 30 days' notice to the other party.

3. Compensation and Method of Payment. The City shall reimburse the EDC for the services as follows:

(a) The total contract price for the period specified in paragraph 2 shall be \$4,000.00.

(b) Payment shall be due thirty days after receipt of Service Contract, signed by both parties.

(c) The EDC shall submit such properly executed vouchers, invoices, or expenditure reports to the City as are requested.

4. Changes. Either party may request changes in scope of services, performing or reporting standards or compensation amount or method. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

5. Notices. Written notices to each party shall be sent to the following addresses: Pacific County Economic Development Council, 600 Washington Ave., Raymond, WA 98577 and the City of Long Beach, P.O. Box 310, Long Beach, WA 98631.

6. Nondiscrimination. The EDC certifies that it is an equal opportunity employer and that it does not discriminate in its hiring or employment practices or in the provision of any of its services on the basis of membership in any group protected by state or federal law.

7. Liability. The EDC shall hold the City and its officers, agents and employees acting in their official capacity or course of employment, harmless from all suits, claims or liabilities of any nature, for and on account of injuries or damages sustained by any person or property resulting in whole or part from activities or omissions of the EDC, its agents or employees pursuant to this agreement.

8. Subcontracting. The contract is personal to each of the parties thereto and neither party may assign or delegate any of its rights or obligations hereunder except as set forth in this contract.

9. Integrated Document. This contract embodies the contract, terms and conditions between the City and the Pacific County EDC. No verbal agreements or conversations any representatives of either party shall modify or affect the terms and obligations of this contract.

IN WITNESS WHEREOF, the parties here have caused this contract to be executed the date and year first written above.

CITY OF LONG BEACH

PACIFIC COUNTY ECONOMIC
DEVELOPMENT COUNCIL

By: _____
Mayor

By: _____
Chair

By: _____
Vice Chair

TAB — F



**CITY COUNCIL
AGENDA BILL
AB 19-95**

Meeting Date: December 2, 2019

AGENDA ITEM INFORMATION

SUBJECT: Greywater Disposal Agreement	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: \$158.64 bi-monthly		

SUMMARY STATEMENT: This contract outlines the agreement between the City and Pacific Solid Waste for greywater disposal. Pacific Solid Waste can dispose of material that is collected at the City's waste water plant for a nominal fee. This contract has been reviewed by the City Attorney and by Pacific Solid Waste.

RECOMMENDED ACTION: Authorize the Mayor to execute the contract with Pacific Solid Waste for Greywater Disposal.

GREYWATER DISPOSAL AGREEMENT

THIS AGREEMENT dated this ____ day of _____ 2019, between the City of Long Beach, a municipality, hereinafter referred to as "The City", and Pacific Solid Waste Disposal a Washington Company owned by Jay and Teresa Alexander, hereinafter referred to as "CUSTOMER".

WITNESSETH:

That the City and above have orally agreed to an arrangement whereby The City will authorize CUSTOMER to dispose of the greywater created from the wash basins at THE CITY's Long Beach septage receiving and treatment facility located at 313 6th ST NE, Long Beach WA 98631; and

That this agreement does not contemplate THE CITY receiving materials from CUSTOMER which are hazardous or dangerous materials, but instead contemplates THE CITY receiving only that material which falls outside that classification; and

That the parties are desirous of reducing their agreement to writing, and therefore in consideration of the covenants, restrictions and conditions stated below, it is hereby agreed as follows:

1. Definition of Greywater: For purposes of this agreement, the term "greywater" as used herein shall mean the wastewater generated that does not contain fecal matter.

2. CUSTOMER's Duties: The following comprises CUSTOMER's duties under this agreement:

a. Mandatory login will be made by the CUSTOMER's business name, truck ID, type of material being delivered, etc. for each delivery made to THE CITY's facility. The quantity shall be determined by CUSTOMER.

b. CUSTOMER shall use all necessary and reasonable care so as to avoid spillage during unloading. CUSTOMER shall clean up any spillage that occurs during unloading.

c. CUSTOMER may dispose of Greywater at Long Beach between the hours of 8 am and 3:30 pm, Monday through Friday except for holidays and plant shut downs due to weather, maintenance, repair or otherwise as restricted by THE CITY. THE CITY may, at its option and without cause, limit the volumes CUSTOMER is authorized to deliver.

e. CUSTOMER shall use all reasonable care necessary to avoid damage or injury to THE CITY's property and employees. Further, CUSTOMER shall defend and hold THE CITY harmless from all liability arising from injury or damages inflicted to third parties or their property during the operations of CUSTOMER's business. This provision shall also include claims by CUSTOMER's agents and employees while working at the CITY facility.

f. CUSTOMER shall pay THE CITY for fees incurred under this agreement according to THE CITY's terms. Personal, business or cashier's checks, or money orders may be utilized for payment. CASH will be required if any personal or business checks are returned for insufficient funds and a \$50 fee shall be charged for any returned checks. Any amounts not paid according to terms will be considered delinquent and shall be cause for THE CITY to immediately terminate CUSTOMER's rights under this agreement and/or increase the price, without further notice to CUSTOMER.

g. While at THE CITY's facility, CUSTOMER and its employees shall be courteous and

cooperate with THE CITY personnel and its other clients utilizing THE CITY 's facilities

h. CUSTOMER shall provide insurance as follows:

CUSTOMER shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Lease. CUSTOMER insurance shall be primary. THE CITY shall be listed as and additional named insured. Any coverage THE CITY may have shall be secondary.

Providing coverage in the amounts listed shall not be construed to relieve CUSTOMER from liability in excess of such amounts.

REQUIRED COVERAGE: The insurance shall provide the minimum coverage as set forth: The LESSEE shall have General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

3. Fees and Terms:

a. Per the CUSTOMER'S request the city will charge bi-monthly at the "business office, small store and optometrist" rate. Any adjustments of this price shall be in accordance to the applicable rate ordinance.

4. THE CITY 's Duties: The following comprises THE CITY 's duties under this agreement:

a. THE CITY shall, during the term of this agreement, receive Greywater from CUSTOMER and properly manage the same according to the laws and regulations in effect.

b. THE CITY shall defend and hold CUSTOMER harmless against all claims arising from THE CITY 's management of Greywater received from CUSTOMER. This provision shall not apply to any claim arising from materials received from CUSTOMER which do not meet the definition of Greywater as provided in paragraph one (1) above or have not been approved prior by THE CITY and the jurisdictional regulatory agency.

5. Hazardous and Unauthorized Materials: CUSTOMER agrees that it will not deliver any dangerous, hazardous or unapproved materials, or any materials in which treatment for same requires approval by State and/or Federal Hazardous Waste Authorities. If such material is traced by these authorities to CUSTOMER's performance under this agreement, CUSTOMER shall pay all fines and penalties assessed; answer to all State and Federal authorities; and in all respects hold THE CITY safe and harmless from all claims of whatever nature arising from CUSTOMER's delivery thereof.

6. Default: In the event CUSTOMER fails to abide by the terms of this agreement, or any later provisions or amendments thereto, then such failure to comply shall be cause for immediate termination by THE CITY of this contract. In the event CUSTOMER fails to abide by the terms of this contract, rendering it necessary for THE CITY to seek legal assistance, then THE CITY shall be entitled to recover from CUSTOMER all reasonable costs and expenses incurred by it, including its attorney fees in seeking enforcement of, and/or damage from, this contract.

7. Term: This agreement shall remain in effect until terminated. THE CITY may terminate this agreement, without cause, immediately upon notice.

8. Entire Agreement: This three (3) page document consists of the entire and complete agreement between the parties. Any changes, additions, deletions or amendments to this agreement must be in writing to be later enforceable.

THE CITY OF LONG BEACH

BY: _____

Jerry Phillips, Mayor

CUSTOMER, PENINSULA SANITATION

BY: _____

Jay Alexander, President

TAB — G



**CITY COUNCIL
AGENDA BILL
AB 19-96**

Meeting Date: December 2, 2019

AGENDA ITEM INFORMATION

SUBJECT: <i>Consultant Agreement with Gray & Osborne for Engineering of South Washington Improvements</i>	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: Total Estimated Cost \$185,703	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: The City was awarded money from the Public Works Trust Board to upsize the water line, widen and pave Washington Ave South from Sid Snyder to the southern city limits. Recently the city was awarded \$400,000 in grant money from TIB for the street improvement portion of this project. This project is a complete overhaul of Washington Ave South, including stormwater upgrades.

RECOMMENDED ACTION: *Authorize the Mayor to enter into an agreement with Gray & Osborne to complete both the Engineering and Design for the South Washington Improvements.*



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER	PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction
PROJECT TITLE & WORK DESCRIPTION Washington Avenue South Water and Street Improvements	
CONSULTANT NAME & ADDRESS Gray & Osborne, Inc. 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144	
AGREEMENT TYPE (check one)	
<input type="checkbox"/> LUMP SUM \$ _____ <input checked="" type="checkbox"/> COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE 188.04% OVERHEAD COST METHOD <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Rate 42% FIXED FEE \$21,767 <input type="checkbox"/> SPECIFIC RATES OF PAY <input type="checkbox"/> COST PER UNIT WORK <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate	
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %
COMPLETION DATE June 30, 2021	MAXIMUM AMOUNT PAYABLE \$185,703.00

THIS AGREEMENT, made and entered into this _____ day of November 2019, between the City of Long Beach, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



Consultant Agreement

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.



Transportation Improvement Board (TIB)

Consultant Agreement IX

TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination other corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.



Transportation Improvement Board (TIB)
Consultant Agreement

**X
 CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
 DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII
 VENUE, APPLICABLE LAW AND
 PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII
 LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV
 EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.



Transportation Improvement Board (TIB)

Consultant Agreement

XVII CERTIFICATION OF THE CONSULTANT AND THE AGENCY

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

XVIII COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.


XV ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

XVI TIB AND AGENCY REVIEW

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By  By _____
Michael B. Johnson, P.E., President

Consultant Gray & Osborne, Inc. City of Long Beach



EXHIBIT A-1 Certification of Consultant

Project No.	City of Long Beach
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I hereby certify that I am Michael B. Johnson, P.E. a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

11/25/19

Date

Michael B. Johnson

Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Long Beach, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



EXHIBIT B-1 Scope of Work

Project. No.

Describe the Scope of Work

INTRODUCTION

The City of Long Beach (City) desires to employ the services of Gray & Osborne, Inc., a qualified engineering consultant, to assist the City with the development of improvements to Washington Avenue South between Sid Snyder Drive and the city limits. Gray & Osborne, Inc. (and its subconsultants) shall provide engineering and related services necessary to prepare preliminary and final plans, specifications, and cost estimates (PS&E) resulting in construction documents for the bid, award, and construction of the following:

The reconstruction of Washington Avenue South and replacement of the existing 4-inch diameter asbestos cement (AC) water main with 8-inch water main from Sid Snyder Drive to the city limits. Improvements on Washington Ave. S include reconstruction of the street to include two 22-foot travel lanes bound by rolled cement concrete curbs. Gravel parking will be provided behind the curb, primarily on the west side of the street where parking currently exists. Stormwater will be collected and infiltrated adjacent to the street. The proposed pavement section is cement treated base with 3 inches of HMA. The pavement section will be evaluated by a geotechnical engineer during the design phase. Approximately 2,500 feet of the deteriorated AC water main will be replaced by 8-inch polyvinyl chloride (PVC) or high density polyethylene (HDPE) water main, including reconnection of the existing water services. All proposed improvements will be within the existing right-of-way.

This Scope of Work assumes funding for the project is provided by the Public Works Trust Fund, the City's Transportation Improvement Benefit District, and WSDOT Local Programs.

The engineering services contemplated for the design phase of the project will include topographic survey and mapping, a geotechnical investigation, identifying and mapping existing rights-of-way, preparation of environmental documents and regulatory permit applications, developing conceptual, preliminary and final PS&E documents, coordination with funding and regulatory agencies as well as utility purveyors and assisting the City with the bid and award phase.

Additionally, the City may retain Gray & Osborne to provide construction management services at the City's option, via an amendment to this Agreement.

Our scope of work is more particularly described below.

Task 1 – Project Management

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

Deliverables

1. Project progress reports and invoices each month billed.
2. Project Meeting Agendas and Minutes.



Task 2 – Survey and Mapping

Establish vertical and horizontal control on City-approved datum, and acquire topographical features suitable to support the design and mapping of project corridor. Identify existing right-of-way lines on Washington Avenue South, within the project limits and all intersecting public rights-of-way. Establish approximate property lines based on existing assessor maps. Identify property addresses of adjoining properties as well as the owner's name based on County Assessor information.

1. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"-2' vertical. Vertical datum will be NGVD88 and horizontal datum will be NAD83/1991.
2. Coordinate with City to call for locates of existing utilities to be field marked prior to field survey.
3. Perform topographical survey of project corridor to include profiling (to 50 feet) of adjacent driveways. Acquire topographical data (including paint marks furnished by locates within right-of-way and approximately 10 feet beyond right-of-way (assuming it is not fenced in and/or property owners refuse access) for mapping and design purposes. Topographical and right-of-way survey will extend 100 feet at intersection "legs."
4. Map survey data and show pertinent topographical features and existing right-of-way of Washington Avenue South (within project limits). The map will be suitable for use in preparing and certifying right-of-way map.

Deliverables

1. Copy of electronic field data collected for the project as well as copies of any survey notes, calculations, plat maps, assessor maps, etc., pertinent to the project.
2. Hard copy and electronic file of survey mapping products.

Task 3 – Geotechnical (PanGEO, Inc.)

Provide the services of a qualified geotechnical engineer to provide geotechnical services to include research, visit site, conduct subsurface explorations, analyze soil conditions, and provide design recommendations to assist in the development of the project design, as more particularly described below.

1. **Test Pits** – Observe the excavation of five to six test pits (pits dug by City) along the project alignment will be taken. The test pits may be excavated to a maximum depth of about 4 to 5 feet below existing grade and will be adjacent to the existing pavement.
2. **Laboratory Testing** – Grain size analysis, in-situ moisture content, and cation exchange capacity tests will be conducted on representative soil samples. The test results will be used to estimate long-term design infiltration rates of the site soil based on the empirical procedure outlined in the Ecology Stormwater Design Manual.
3. **Report** – The report will summarize the results of the subsurface explorations. In general the report will include:
 - A site map with approximate test boring locations;
 - Description of surface and subsurface (soil, groundwater) conditions, including summary boring logs and summary laboratory test results;
 - Pavement section recommendations; and
 - Infiltration rates and depths (if feasible) and cation exchange; and
 - General earthwork recommendations, including suitability of the on-site soils for backfill, backfill requirements, subgrade preparation, temporary excavation slopes, and wet weather earthwork considerations.

**Task 4 – Utility Coordination**

Coordinate the street design with utilities purveyors within the project limits.

1. Solicit record drawings and/or as-built drawings as may be available from existing utility purveyors.
2. Coordinate project with utility purveyors in regards to utility relocation, if required.

Task 5 – Concept Design (30 Percent)

Develop two concept designs for the proposed improvements for the City's evaluation, review, and comment.

1. Develop strip maps, 1"=20', of the project corridor plan view to include survey data, right-of-way, and pertinent utility information. Mapping products will be used in development of conceptual design for proposed features to include road improvements, water main replacement, and storm improvements.
2. Prepare brief stormwater report to identify alternative for stormwater quantity and quality control.
3. Develop a detailed cost estimate for each concept design for City review and comment.

Deliverables

1. One full-size (1"=20') strip map of concept design shown.

Task 6 – Public Involvement Process

Solicit public input on project for City evaluation in developing project. Assist the City with the Public Involvement Process.

1. Coordinate with City for public involvement process, which will consist of one public meeting and Consultant generated products for use in the meeting.
2. Conduct and/or participate in one public meeting by the City to include verbal presentation, answering questions, preparing and providing information and comment sheets.

Task 7 – Environmental and Permitting Process

Prepare the cultural resource assessment and various environmental permit applications necessary to allow construction of the project.

Subtask 7.1 – National Historic Preservation Act Section 106

1. Prepare EZ-1 form and submit to the Washington Department of Archaeology.

Subtask 7.2 – Environmental Classification Summary

1. Prepare and submit a NEPA Categorical Exclusion document for the project to the Region Local Programs Engineer (H&LP) for review and approval.
2. Review and resubmit the Environmental Classification Summary (ECS) as necessary after review by H&LP until approval is attained.

Subtask 7.3 – SEPA Checklist

1. Prepare and submit draft SEPA checklist and revise the document as necessary before preparing final documents for City processing. City to provide threshold determination and publish determination as may be required.



Subtask 7.4 – Ecology Construction Stormwater General Permit

1. Prepare permit and Notice of Intent for City review. Permit will be prepared to transmit to Contractor after contract execution.

Deliverables

1. EZ-1 form.
2. SEPA Checklist.
3. Environmental Classification Summary.
4. Ecology Construction Stormwater Notice of Intent.

Task 8 – 60 Percent Design

Prepare preliminary drawings, specifications, and construction cost estimates.

1. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map. Superimpose proposed horizontal alignment and vertical profile onto base map.
2. Prepare utility plans for pipelines and related appurtenances suitable to support the project as anticipated, and in conformance with City Standards. Improvements are limited to the extent of the current project limits and it is assumed in this scope, that off-site improvements are not required and therefore not a part of this scope.
3. Calculate bid quantities and prepare 60 percent-level construction cost estimates.
4. Prepare 60 percent construction plans in City-approved format including title sheet, legend, location and vicinity maps, roadway and stormwater plan and profile sheets, typical roadway cross sections, water and stormwater plans/details, TESC sheets, and miscellaneous roadway and utility plans/details.
5. Prepare 60 percent project specifications sections in WSDOT format referencing WSDOT's 2020 "Standard Specifications" for incorporation into the draft project specifications.

Deliverables

1. Two sets of 60 percent specifications.
2. Two sets of 60 percent project plans.
3. 60 percent cost estimate.

Task 9 – 90 Percent Design

Develop design/bid/construction documents to the 90 percent level based on preliminary design documents (60 percent complete).

1. Prepare and submit project specifications (two copies) to include proposal, contract, and bonding forms. This work assumes project specifications (including Special Provisions) will be based on the WSDOT Standard Specifications for Road, Bridge and Municipal Construction (2020). The City shall be responsible for reviewing and approving the documents. Prepare and submit updated and detailed engineering construction cost estimate at interval listed above for City review.

**Consultant Agreement**

2. Prepare two copies of preliminary plans/drawings (to include special details). The plans will incorporate applicable City design standards, WSDOT design standards, MUTCD standards, AASHTO Manual guidelines, Ecology Stormwater Management Manual for Western Washington, and Department of Health guidelines. Where conflicts exist between standards, the City will provide direction or request Gray & Osborne's recommendation.

Deliverables

1. Two sets of 90 percent specifications.
2. Two sets of 90 percent project plans. Plan set will include title sheet, index sheet/legend/vicinity map/etc., road, water and stormwater plan and profile sheets, cross-section sheets, typical "street" section sheets, paving sheets, channelization and signing plan sheets, TESC sheets, and miscellaneous detail sheets.

Task 10 – Final Design Document Preparation (PS&E)

Prepare final project plans, specifications, and cost estimates sufficient for bidding and constructing the project.

1. Send final plans and specifications to WSDOT Local Programs for their approval to advertise, if applicable.
2. Prepare and submit final project plans (two copies) to City to include incorporation of all previous applicable and relevant City comments. Revise contract documents to incorporate final City and WSDOT comments (as applicable).
3. Prepare and submit final project specifications (two copies) to include contract, proposal, bonds, and insurance requirements, per City review and direction. Incorporate revisions or all previous applicable and relevant City comments. Prepare final and detailed engineer's construction cost estimate.

Task 11 – Quality Assurance/Quality Control

Provide QA/QC reviews of engineering products to enhance overall quality of products. Prepare QA/QC review recommendations as further noted below.

1. Conduct three QA/QC reviews at 5 percent (kickoff meeting), 60 percent (preliminary design) and 90 percent (semifinal design) by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. City will be invited to participate.

Task 12 – Bid and Award Services

Assist City with bidding and award services.

1. Prepare bid advertisement(s) for publication for City review and use.
2. Upon City authorization and direction, prepare and transmit both electronic and hard copies of bid documents to City. Prepare and transmit electronic files to the utility companies and plan centers, and WSDOT. Gray & Osborne will maintain a plan holders list and will distribute copies of the contract provisions and contract plans and any addenda to bidders, free of charge, in electronic pdf format on compact discs from the Seattle office.

Deliverables

1. Electronic file of all plans and specifications and addenda (as may be applicable) to the City.
2. Hard copy of plans (four copies, two full size and two half size) and specifications (two copies) and cost estimates to include any addenda (as may be applicable) to City.



Task 13 – Management Reserve Fund

Due to the complexity and character of the project, the City may require additional services from the consultant for unanticipated and/or out of scope work items which could include, but are not limited to, changes/additions to environmental documents, geotechnical investigations, right-of-way or easement acquisition, and utility improvements. The consultant shall not proceed with the work under this task until the City reviewed consultant proposal for the additional work, has further authorized the work, and issued the consultant a notice to proceed with the work.

CONSTRUCTION MANAGEMENT SERVICES

Gray & Osborne will provide construction management services as may be further desired by the City and at the City's option. If the City elects to exercise this option, Gray & Osborne will prepare a scope and fee for this additional work for the City's review and approval.

Documents to be Furnished by the Consultant

- Project Meeting Agenda and Minutes.
- Survey Field Data.
- Geotechnical Report.
- Concept Design Strip Map.
- Public Meeting Minutes and Presentation Materials.
- Environmental Documents.
- 60 Percent Plans, Specifications and Cost Estimate.
- 90 Percent Plans, Specifications and Cost Estimate.
- Final Plans, Specifications and Cost Estimate.



EXHIBIT C-2

Payment

(Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANTs actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANTs cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

4. Fixed Fee

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.



Consultant Agreement

Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

5. Maximum Total Amount Payable

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

C. Final Payment

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



EXHIBIT D-1a
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Nancy Lockett, P.E.				Date November 25, 2019	
Project Washington Avenue South Water and Street Improvements – Schedule A: Road Design					
Direct Salary Cost (DSC)					
Classification	Man Hours		Rate		Cost
Principal-In-Charge	46	x	\$40 to \$61	=	\$2,806
Project Manager	160	x	\$36 to \$61	=	\$8,960
Engineer-In-Training	230	x	\$25 to \$40	=	\$6,900
Civil Engineer	240	x	\$28 to \$41	=	\$9,840
AutoCAD/GIS Tech./Engineering Intern	256	x	\$15 to \$40	=	\$10,240
Survey Crew (2 Person)	32	x	\$51 to \$68	=	\$2,176
Environmental Technical/Specialist	32	x	\$25 to \$42	=	\$1,024
Professional Land Surveyor	16	x	\$35 to \$46	=	\$736
TOTAL DSC					\$42,682
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or 188.04% x \$42,682					\$80,259
FIXED FEE (FF)					
FF Rate x DSC or 42% x \$42,682					\$17,926
REIMBURSABLES					
Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc.					\$1,823
SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)					\$7,788
Management Reserve Fund					\$5,000
TOTAL, SCHEDULE A					\$155,478



EXHIBIT D-1b
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Nancy Lockett, P.E.					Date November 25, 2019
Project Washington Avenue South Water and Street Improvements – Schedule B: Water and Road Support Design					
Direct Salary Cost (DSC)					
Classification	Man Hours		Rate		Cost
Principal-In-Charge	20	x	\$40 to \$61	=	\$1,220
Project Manager	42	x	\$36 to \$61	=	\$2,352
Engineer-In-Training	48	x	\$25 to \$40	=	\$1,440
Civil Engineer	70	x	\$28 to \$41	=	\$2,870
AutoCAD/GIS Tech./Engineering Intern	32	x	\$15 to \$40	=	\$1,264
TOTAL DSC					\$9,146
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or 188.04% x \$9,146					\$17,198
FIXED FEE (FF)					
FF Rate x DSC or 42% x \$9,146					\$3,841
REIMBURSABLES					
Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc.					\$40
SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)					\$0
TOTAL, SCHEDULE B					\$30,225
GRAND TOTAL, SCHEDULES A AND B					\$185,703



EXHIBIT D-2
Consultant Fee Determination Summary Sheet
 (Specific Rates of Pay)
FEE SCHEDULE

Discipline or Job Title	Hourly Rate	Overhead 188.04%	Profit 42%	Rate Per Hour
AutoCAD/GIS Tech./Engineering Intern	\$15-\$40	\$28.21-\$75.22	\$6.30-\$16.80	\$49.51-\$132.02
Electrical Engineer	\$36-\$57	\$67.69-\$107.18	\$15.12-\$23.94	\$118.81-\$188.12
Structural Engineer	\$33-\$51	\$62.05-\$95.90	\$13.86-\$21.42	\$108.91-\$168.32
Environmental Tech./Specialist	\$25-\$42	\$47.01-\$78.98	\$10.50-\$17.64	\$82.51-\$138.62
Civil Engineer	\$28-\$41	\$52.65-\$77.10	\$11.76-\$17.22	\$92.41-\$135.32
Project Engineer	\$36-\$45	\$67.69-\$84.62	\$15.12-\$18.90	\$118.81-\$148.52
Project Manager	\$36-\$61	\$67.69-\$114.70	\$15.12-\$25.62	\$118.81-\$201.32
Principal-in-Charge	\$40-\$61	\$75.22-\$114.70	\$16.80-\$25.62	\$132.02-\$201.32
Resident Engineer	\$37-\$51	\$69.57-\$95.90	\$15.54-\$21.42	\$122.11-\$168.32
Field Inspector	\$25-\$44	\$47.01-\$82.74	\$10.50-\$18.48	\$82.51-\$145.22
Field Survey Crew (2 Person)	\$51-\$68	\$95.90-\$127.87	\$21.42-\$28.56	\$168.32-\$224.43
Field Survey Crew (3 Person)	\$80-\$93	\$150.43-\$174.88	\$33.60-\$39.06	\$264.03-\$306.94
Professional Land Surveyor	\$35-\$46	\$65.81-\$86.50	\$14.70-\$19.32	\$115.51-\$151.82
Secretary/Word Processor*	N/A	N/A	N/A	N/A

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.58 per mile or the current maximum IRS rate without receipt IRS Section 162(a).



EXHIBIT E-1
Breakdown of Overhead Cost

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

Federal, State, and Local Taxes	21.62%
Insurance and Medical	23.93%
Professional Development and Education	0.74%
Sick Leave, Vacations and Holidays	14.58%
Administration (Typing, CADD, GIS, Computer)**	40.89%
Rent, Utilities, and Depreciation	20.26%
Office Expenses, Support and Maintenance	5.64%
Travel	2.08%
Retirement and Incentive Program	58.15%
Facilities Cost of Capital	0.15%

TOTAL:188.04%

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



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



EXHIBIT G-1 Subcontracted Work

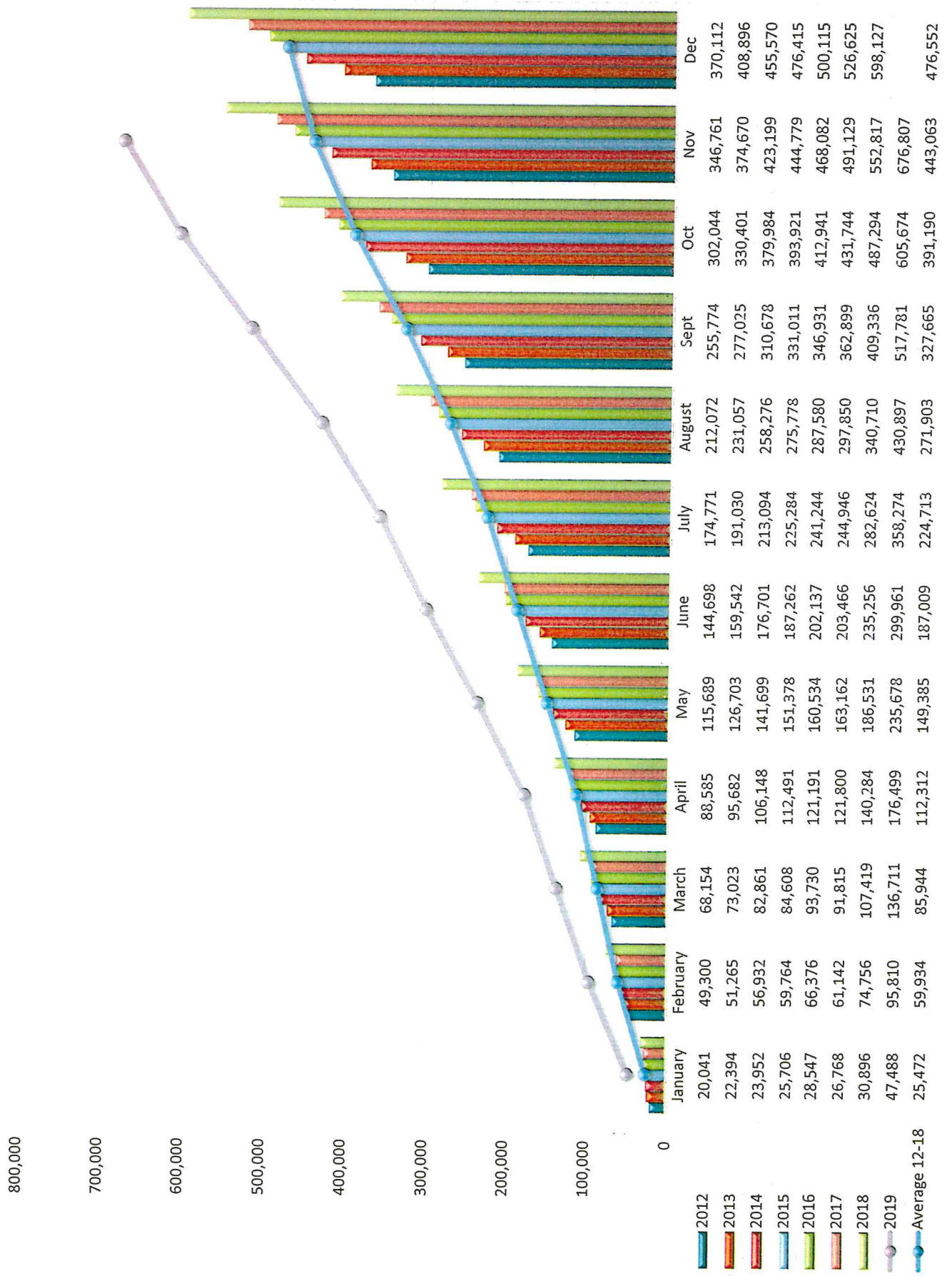
The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

PanGEO, Inc. (Geotechnical) – \$7,788.00

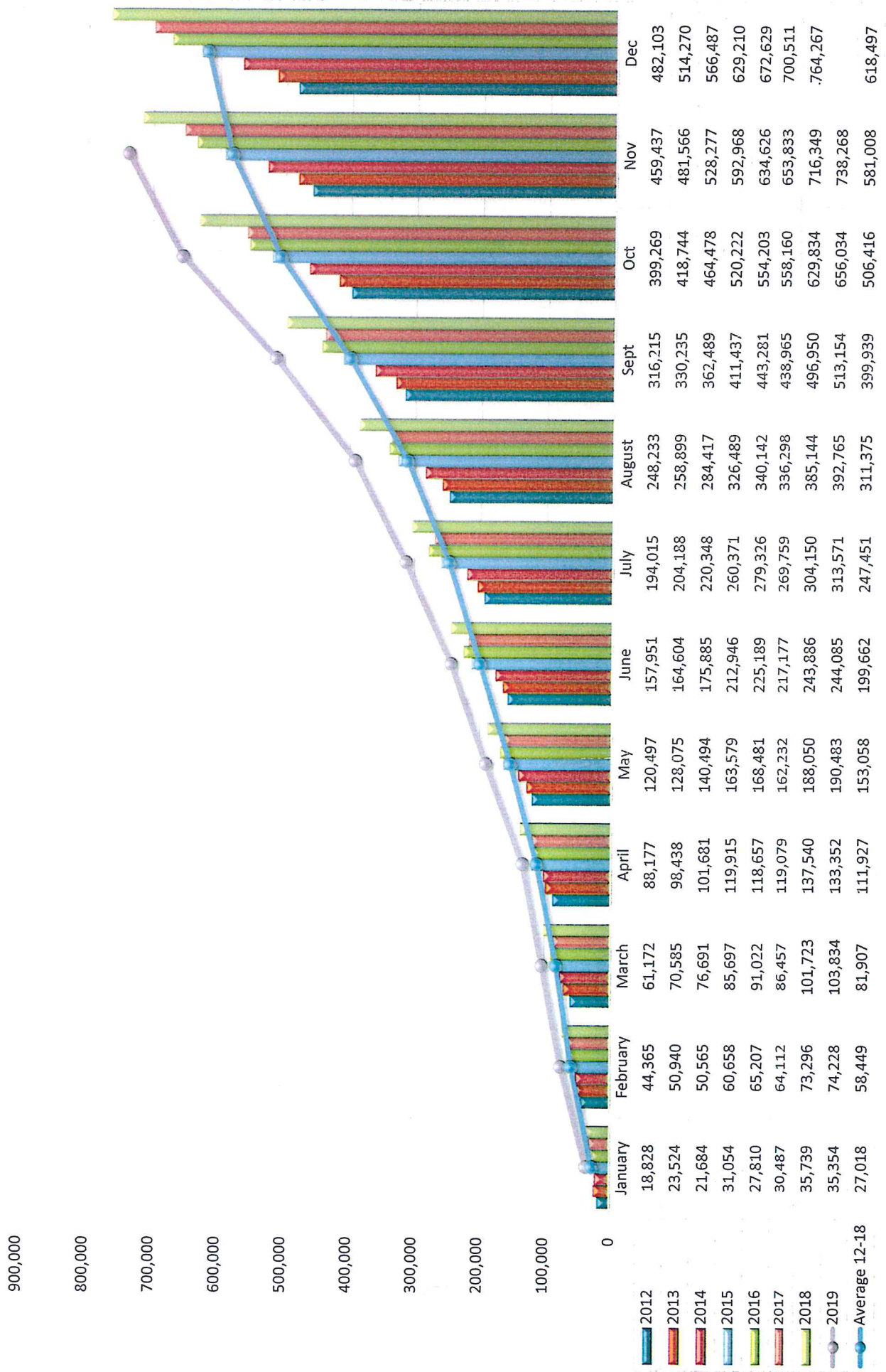
TAB — H

Agency	Legislative District(s)	Program	Project Name Termini	TIB Grant	Project Cost
Grandview	15	APP	FY 2021 Overlay Project Multiple Locations	\$239,715	\$266,350
Granger	15	SCPP	FY 2021 Overlay Project Multiple Locations	\$370,520	\$390,022
Granite Falls	39	SCAP	Jordan Road and Galena Street Stanley St to Hemming Way; Prospect Ave to Cascade Ave	\$596,011	\$662,234
Harrington	13	SCAP	W Adams Street Railroad Tracks to 2nd St	\$293,300	\$293,300
Ione	7	SCPP	FY 2021 Seal Coat Project Multiple Locations	\$197,260	\$197,260
Kahlotus	9	SCPP	FY 2021 Seal Coat Project Multiple Locations	\$63,034	\$63,034
Kalama	20	SCAP	W Frontage Road Oak St to Kingwood St	\$493,240	\$519,200
Kent	33	UAP	76th Avenue S 22010 76th Ave S to 21213 76th Ave S	\$2,500,000	\$4,808,120
Kettle Falls	7	SCPP	FY 2021 Seal Coat Project Multiple Locations	\$47,888	\$47,888
Kirkland	1, 45	UAP	100th Avenue NE NE 138th Pl to NE 145th St	\$3,000,000	\$13,730,000
Kitsap County	23	UAP	Greaves Way Old Frontier Rd Roundabout	\$1,237,000	\$1,546,534
Lacrosse	9	SCPP	FY 2021 Seal Coat Project Multiple Locations	\$154,475	\$154,475
Lake Forest Park	46	UAP	SR 104 40th Pl NE Roundabout	\$2,561,198	\$3,240,000
Lakewood	29	SP	Lakewood Drive Steilacoom Blvd to Flett Creek	\$540,000	\$1,040,000
Leavenworth	12	SCAP	14th Street Commercial St to Front St	\$488,300	\$514,100
Liberty Lake	4	APP	FY 2021 Overlay Project Multiple Locations	\$528,651	\$755,215
Liberty Lake	4	UAP	County Vista Drive High School Access Signalization	\$345,905	\$494,150
Long Beach	19	SCAP	Washington Avenue 19th St S to Sid Snyder Dr	\$400,000	\$1,347,489
Longview	19	UAP	46th Avenue SR 4 to Olympia Way	\$3,099,544	\$4,874,455
Lynden	42	APP	FY 2021 Overlay Project Multiple Locations	\$501,687	\$730,270
Mabton	15	SCPP	FY 2021 Overlay Project Multiple Locations	\$326,440	\$326,440
Mansfield	12	SCPP	FY 2021 Seal Coat Project Multiple Locations	\$92,196	\$92,196
Mattawa	13	SCSP	Government Road Mansion St to Columbia Ave	\$235,860	\$235,860
Medical Lake	6	SCSP	Hallett Street and Grace Street Campbell St to Lake St; Broad St to Hallett St	\$214,310	\$225,590
Medical Lake	6	SCAP	Lake Street Lefevre St (SR 902) to Prentis St	\$199,092	\$209,570

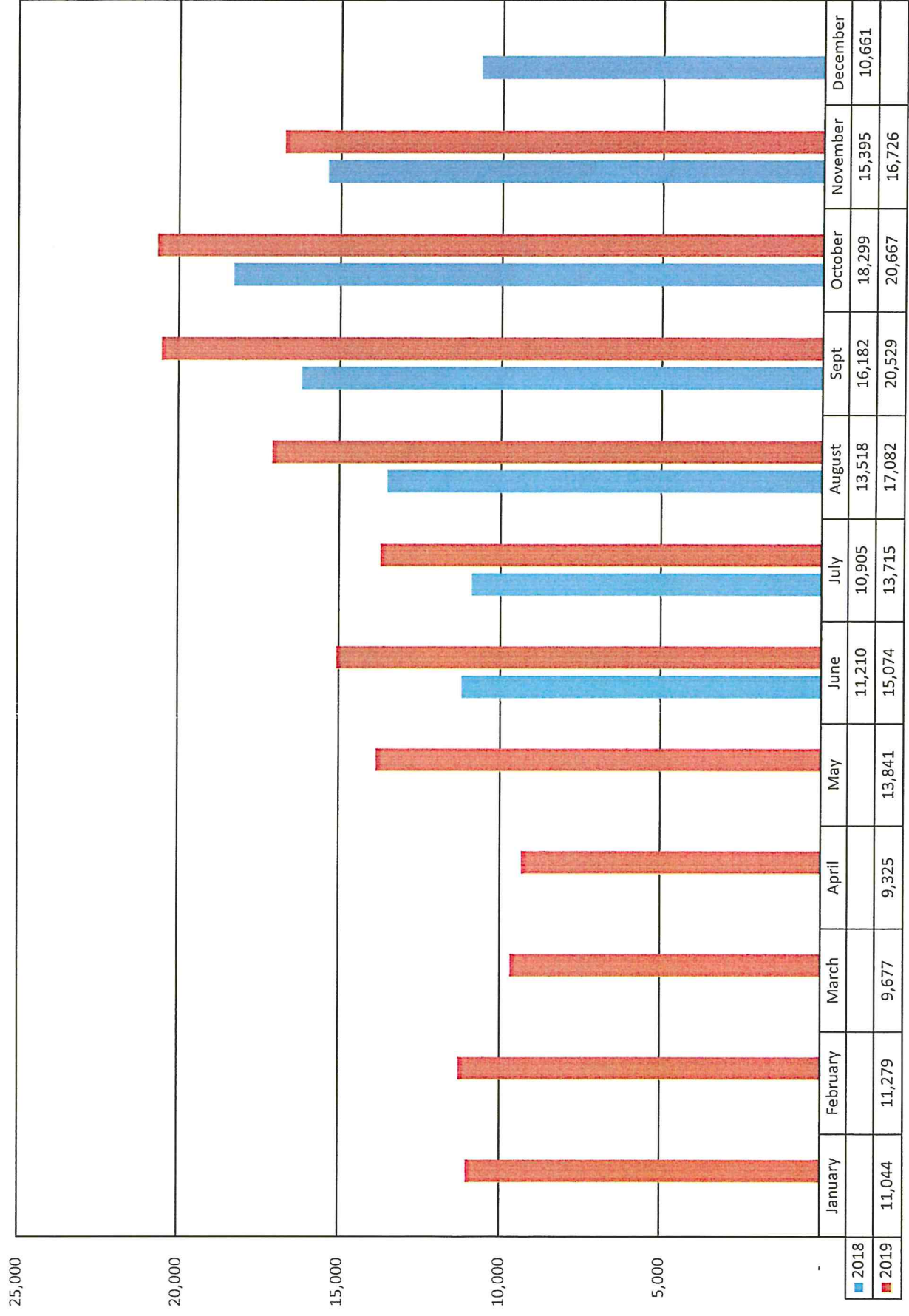
Sales Tax Collections



Lodging Tax Collections



Transportation Benefit District



From the foregoing, the Examiner makes the following:

FINDINGS OF FACT

1. Applicant, **Richard Vincent** requests a critical areas variance to allow alteration of approximately 27,000 ^{sq} (0.62 acre) lot with wetland and wetland buffer impacts associated with onsite Category III wetlands.
2. This parcel is located along the north side of 26th Street NE at 108.
3. The applicant requests a critical areas variance to allow construction of an equipment storage building and parking with wetland buffer impacts associated with onsite Category III wetlands.
4. The proposed site is in a **C2-Commerical Retail Warehouse zone**.
5. The subject property is designated High-Density Residential on the future land use map of the Long Beach Comprehensive Plan Map.
6. The proposed variance is exempt from the **State Environmental Policy Act**, part 10a of the Washington State Joint Aquatic Resources Permit Application.
7. **Public** street(s), water and utilities are available to serve the site.
8. This Variance Application was **timely submitted**, was received and met the CITY completeness requirements as required in CITY Ordinance 15.08.070 B. and RCW 36.70.B.070.
9. Any Conclusion of Law deemed to be a Finding of Fact is adopted as such. From these Findings of Fact, the Examiner makes the following:

CONCLUSIONS OF LAW

1. The Hearing Examiner has jurisdiction over the person and the subject matter of the proceeding.
2. The requirements of the CITY **Zoning Ordinance** have been met; the proposed storage and parking use(s) are permitted uses.
3. The standards and guidelines of the CITY **Comprehensive Plan** have been met.
4. This proposed development is exempt from **SEPA** review.
5. The applicant has sought the appropriate variance application.
6. Any finding herein which may be deemed a conclusion is hereby adopted as such.

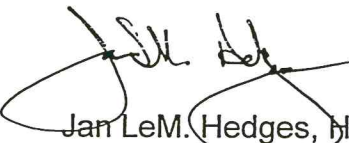
DECISION

The application of a variance for **Richard Vincent**, owner to impact approximately 27,000 sq ft of wetland buffer to allow storage construction and parking development is **APPROVED**, subject to the following conditions:

1. The development, including any development by other than the applicant, shall comply in all respects with the applicable sections of the City of Long Beach Unified Development regulations.
2. The development, including any development by other than the applicant, shall comply in all respects with the applicable sections of the City of Long Beach Zoning regulations.
3. The development, including any development by other than the applicant, shall comply in all respects with the applicable sections of the City of Long Beach Building regulations.
4. The development, including any development by other than the applicant, shall comply in all respects with the requirements of the City of Long Beach Critical Areas regulations.
5. Any needed new utility systems, such as power, cable TV, telephone, etc., shall be buried underground. Design and installation of the systems shall be conducted by the franchised utility company and the design shall be submitted to the City Engineer for review and approval prior to installation.
6. The applicant or any other developer of the subject property shall be bound by conditions of any other conditioned City approval, if any.

7. Stormwater shall be retained onsite and only overflow shall go into the city's stormwater system. An engineered stormwater plan shall be submitted to the City Engineer prior to development.
8. The applicant shall submit a drainage plan demonstrating protection of nearby wetlands as part of the building permit application.
9. The conditions of this and any other conditioned City approvals for Case No. V 2019-04 are mandatory requirements. Failure to comply with conditions of any City approval may result in the approval being rescinded, and possibly the applicant or subsequent developers or owners being cited and fined under the Long Beach City Code.
10. The applicant must obtain permits from both the Army Corps of Engineers and the Department of Ecology for the direct wetland fill. All conditions of these permits must be executed in conjunction with the local permitting.

Done this 23st, day of June 2019

A handwritten signature in black ink, appearing to read "Jan LeM. Hedges", is written over a circular stamp or seal.

Jan LeM. Hedges, Hearing Examiner

NOTICE OF RIGHT TO APPEAL

RIGHT TO APPEAL –TIME LIMIT

Any person aggrieved by the decision of the hearing examiner shall have the right to appeal the decision to the City Council. The appeal shall be in writing and delivered to City Hall within ten calendar days of the hearing examiners decision. The appeal must contain a statement identifying the decision being appealed, the name and address of the appellant and the appellants standing, the specific reason(s) why the appellant asserts the decision is in error and the desired outcome or changes to the decision. Upon filing an appeal, the appellant must pay a fee of \$400.00. No new evidence will be accepted by the City Council. The appeal is limited to the record presented to the hearing examiner. [Ordinance No 656, Section 4]

TRANSCRIPT OF HEARING – PAYMENT OF COST

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



PENINSULA FOOD BANK CHALLENGE

Loren H. Corder Foundation is willing to match dollar for dollar contributions to the three local food banks up to \$10,000 each. Now is your opportunity to make your dollar hit a home run for the local food banks. **Please send your contribution to the Loren H. Corder Foundation, P. O. Box 607, Long Beach WA 98631.** Also note which food bank fund you would like your contribution to go towards if you don't the donation will be equally divided between the Chinook, Ilwaco, and Ocean Park food banks. The challenge will run through December 20, 2019.

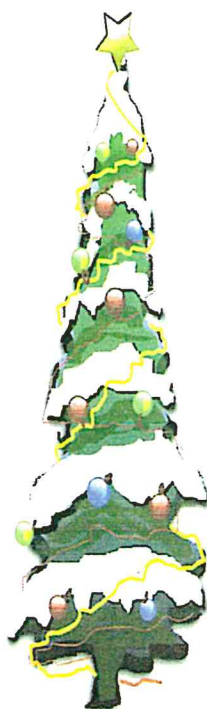


Let's put some food boxes under these trees this year, I dare you.

Chinook



Ilwaco



Ocean Park

