



## AGENDA – Monday, March 6, 2017

**6:00 p.m. City Council Workshop**

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

Long Beach City Hall  
115 Bolstad Avenue West

### **6:00 p.m. COUNCIL WORKSHOP**

- **WS 17-05 -Vacant Council Seat Discussion– TAB A**
- **WS 17-06- Zoning Update – TAB B**

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

Call to order	Mayor Phillips, Council Member Linhart, Council Member Murry,
And roll call	Council Member Hanson and Council Member Kemmer.

### **PUBLIC COMMENT**

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

### **CONSENT AGENDA – TAB C**

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

- Minutes, February 21, 2017 City Council Meeting
- Payment Approval List for Warrant Registers 56900-56923 & 81146-81233 for \$211,733.91

### **BUSINESS**

- **AB 17-11 – Special Use Permit for the Sale of Fireworks – TAB D**
- **AB 17-12 – Interlocal Agreement with Pacific County for Integrated Solid Waste Management – TAB E**
- **AB 17-13 – Special Use Permit for the Sale of Fireworks – Ostgaard – TAB F**
- **AB 17-14 – Biosolids Treatment and Disposal Engineering Report SOQ Award - TAB G**
- **AB 17-15 – Bear Power Fencing Contract for Stanley Field – TAB H**
- **AB 17-16 – Task Force EMS Agreement Update – TAB I**
- **AB 17-17 – Contract Amendment with EMD for Tsunami Berm Project – TAB J**

### **DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB K**

- **Sales and Lodging Tax Collections**
- **AWC Certificate of Municipal Leadership**
- **AWC Local Infrastructure Issue Brief**
- **AWC Basic Law Enforcement Academy Issue Brief**
- **Parks/Streets/Stormwater February Monthly Report**

## **FUTURE CITY COUNCIL MEETING SCHEDULE**

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop.  
March 20, 2017, April 3, 2017 & April 17, 2017

### **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.

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**TAB - A**





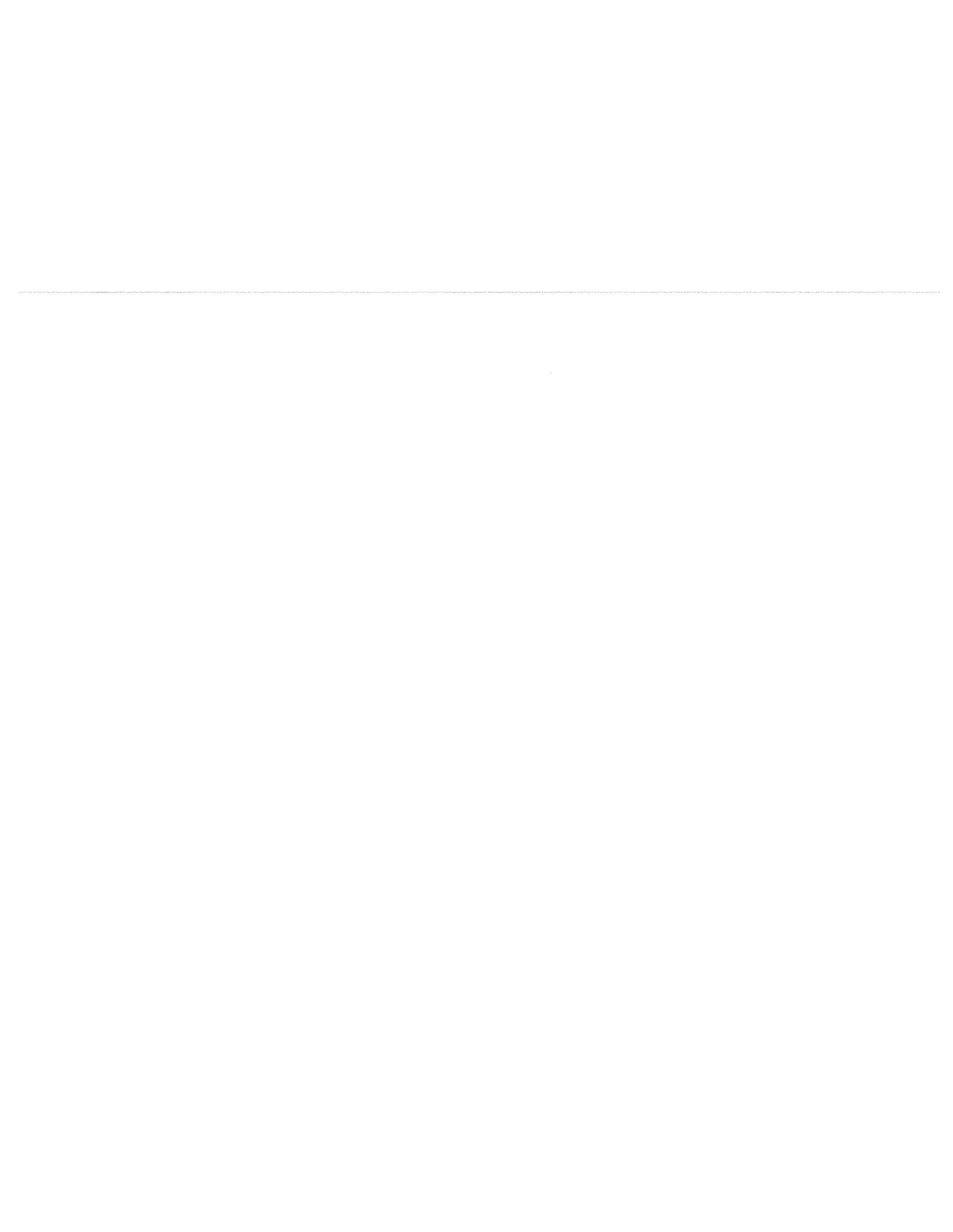
**CITY COUNCIL  
WORKSHOP BILL**

**WS 17-05**

**Meeting Date: March 6, 2017**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: Potential Council Member Meet and Greet.</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST: N/A</b>		
<b>SUMMARY STATEMENT:</b> Three candidates have submitted their intention to serve on the Long Beach City Council. I have attached their letter of interest, and the candidates are: Tina McGuire, Stephen L. Oman and John Nechvatal		



**TAB - B**





**CITY COUNCIL  
WORKSHOP BILL  
WS 17-06**

**Meeting Date: March 6, 2017**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: 2017 Code Amendments</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST:</b> Unknown		

**SUMMARY STATEMENT:** First discussion on possible code amendments, gathering input from staff and Council.

**Suggested amendments**

**Residential zones –**

1. defining a “lawn”
2. how many cars, boats or any other modes of transportation are allowed on a single lot.
3. The width of an allowed manufactured home – currently (12’)
4. Trash requirements for 2<sup>nd</sup> homes and vacation rentals
5. Fence requirements
6. RV parking

**Shoreline Jurisdiction – S3**

1. Allowing single-family, two-family or multi-family dwellings for vacation rentals/itinerant occupancy

Definition and land use addition - microbrewery and/or distillery

Requirement of sidewalks and storm drainage in new developments

Parking on streets/use of right-of-ways

Food Trucks

**Code Enforcement**

1. Occupying property that is privately and publicly owned
2. Repeat Violators
3. Vegetation Removal



**TAB - C**



## LONG BEACH CITY COUNCIL MEETING

February 21, 2017

### 6:00 COUNCIL WORSHOP

WS 17-04 Remote Read Meters

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

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

### ROLL CALL

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

### PUBLIC COMMENT

No public comments.

### CONSENT AGENDA

Minutes, February 6, 2017 City Council Meeting

Payment Approval List for Warrant Registers 56866-56899 & 81099-81145 for \$151,709.14

**C. Linhart made the motion to approve the Consent Agenda. C. Hanson seconded the motion. 4 Ayes, motion passed.**

### BUSINESS

AB 17-10- Installation of Electrical Alarm System for the LBPD Evidence Room

David Glasson, City Administrator, presented the Agenda Bill. During budget season the Police Chief requested an alarm system for the evidence room. This would provide security to all items stored in the evidence room.

**C. Hanson made the motion to authorize the City Administrator to move forward with the purchase of the alarm system. C. Kemmer seconded the motion. 4 Ayes, motion passed.**

### DEPARTMENT HEAD ORAL REPORTS

### CORRESPONDENCE AND WRITTEN REPORTS

- Hearings Examiner Decision on SSDP 2017-01
- Tourism & Events Department 2017 February Staff Report

### ADJOURNMENT

The Mayor adjourned the meeting at 7:16 p.m.

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Mayor

ATTEST:

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City Clerk



# Warrant Register

Check Periods: 2017 - February - 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

Account Number	Name	Invoice Date	Amount
56900	Bell, Helen S	2/17/2017	\$290.48
56901	Blinton, Jacob	2/17/2017	\$1,677.74
56902	Booi, Kristopher A	2/17/2017	\$1,382.71
56903	Gilbertson, Bradley K	2/17/2017	\$1,464.02
56904	Goulter, John R.	2/17/2017	\$1,661.78
56905	Huff, Timothy M.	2/17/2017	\$1,577.93
56906	Kemmer, Larry L	2/17/2017	\$1,218.70
56907	Luethe, Paul J	2/17/2017	\$1,456.85
56908	Mortenson, Tim	2/17/2017	\$2,018.03
56909	Padgett, Timothy J	2/17/2017	\$1,721.10
56910	Russum, Richard	2/17/2017	\$1,267.13
56911	Warner, Ralph D.	2/17/2017	\$1,922.89
56912	Wood, Matthew T	2/17/2017	\$983.38
56913	Wright, Flint R	2/17/2017	\$2,538.23
56914	Zuern, Donald D.	2/17/2017	\$2,108.23
56915	AFLAC	2/17/2017	\$469.35
56916	Association of WA Cities	2/17/2017	\$30,210.59
56917	City of Long Beach - Fica	2/17/2017	\$11,286.10
56918	City of Long Beach - FWH	2/17/2017	\$8,662.87
56919	Dept of Labor & Industries	2/17/2017	\$2,120.43
56920	Dept of Retirement Systems	2/17/2017	\$11,843.64
56921	Dept of Retirement Systems Def Comp	2/17/2017	\$1,300.00
56922	Massmutual Retirement Services	2/17/2017	\$825.00
56923	Teamsters Local #58	2/17/2017	\$214.00
81146	Myers, Ragan	2/21/2017	\$361.20
81147	Tardiff, Donald W	2/21/2017	\$168.00
81148	Wright, Flint	2/21/2017	\$336.00
81149	BMC WELDING	2/22/2017	\$1,728.00
81150	Wood, Matt	2/27/2017	\$361.08

81151	Association of Washington Cities	2/27/2017	\$148.21
81152	CenturyLink	2/27/2017	\$1,431.34
81153	DMCJA	2/27/2017	\$250.00
81154	U.S. Bank N.A.	2/27/2017	\$300.00
81155	Bear Power Fencing	2/28/2017	\$12,873.92
81156	Postmaster	2/28/2017	\$299.00
81157	Melting, Casey	3/2/2017	\$202.79
81158	Active Enterprises, Inc.	3/3/2017	\$239.61
81159	All Safe Mini Storage	3/3/2017	\$190.00
81160	Alpine Products Inc	3/3/2017	\$2,038.86
81161	ALS Group USA, Corp.	3/3/2017	\$50.00
81162	AlSCO-American Linen Div.	3/3/2017	\$124.47
81163	Association of Washington Cities	3/3/2017	\$1,850.45
81164	Astoria Janitor & Paper Supply	3/3/2017	\$1,322.37
81165	At&t Mobility	3/3/2017	\$100.92
81166	Backflow Management Inc	3/3/2017	\$3,001.25
81167	Beach Batteries	3/3/2017	\$128.33
81168	Benson, Eric	3/3/2017	\$10.00
81169	BMC WELDING	3/3/2017	\$1,917.00
81170	Brighter Side Marketing	3/3/2017	\$375.00
81171	Cascade Columbia Distribution CO	3/3/2017	\$5,260.90
81172	Ced - Consolidated	3/3/2017	\$302.74
81173	Chevron & Texaco Business Card Services	3/3/2017	\$2,000.00
81174	Chinook Observer	3/3/2017	\$110.09
81175	CRUISE MASTER PRISMS	3/3/2017	\$22.27
81176	Cutting, Jeff	3/3/2017	\$349.00
81177	D & S Sales, Inc	3/3/2017	\$244.89
81178	Davis, Lynn	3/3/2017	\$1,258.80
81179	Duffy, Amber	3/3/2017	\$16.48
81180	ECMS, INC	3/3/2017	\$881.68
81181	Ellyson, Sue	3/3/2017	\$65.64
81182	Emerald Services, Inc.	3/3/2017	\$244.88
81183	Erik J Fagerland & Assoc, Inc.	3/3/2017	\$5,000.00
81184	EverBank	3/3/2017	\$227.38
81185	Fastenal Industrial & Construction	3/3/2017	\$229.22
81186	Ferguson Enterprises, Inc #3007	3/3/2017	\$437.88
81187	Global Environmental Products	3/3/2017	\$98.81
81188	Grafix Shoppe	3/3/2017	\$423.84
81189	GRAINGER	3/3/2017	\$276.43
81190	Grays Harbor College	3/3/2017	\$140.00
81191	Hach Company	3/3/2017	\$870.48
81192	Hedges, Jan Lem	3/3/2017	\$431.20
81193	K & L Supply, Inc.	3/3/2017	\$413.28
81194	Kaino, Kris A.	3/3/2017	\$275.00
81195	Kulbel, Jim	3/3/2017	\$1,369.40
81196	L.N. Curtis & Sons	3/3/2017	\$342.88

Account Number	Vendor Name	Posting Date	Amount
81197	Lawson Products, Inc.	3/3/2017	\$393.04
81198	Loyalty Days	3/3/2017	\$5,794.80
81199	MAC TOOLS	3/3/2017	\$64.79
81200	Measure-Tech, Inc.	3/3/2017	\$784.61
81201	Melting, Casey	3/3/2017	\$119.00
81202	North Central Laboratories	3/3/2017	\$205.35
81203	Oregon Festival & Events Association	3/3/2017	\$75.00
81204	Pacific County Auditor	3/3/2017	\$66.00
81205	Pacific County Fire District #1	3/3/2017	\$2,850.00
81206	Peninsula County Sheriffs	3/3/2017	\$15,762.47
81207	Peninsula Landscape Supply	3/3/2017	\$842.40
81208	Peninsula Visitors Bureau	3/3/2017	\$19,057.84
81209	Pollardwater	3/3/2017	\$487.61
81210	Powell, Sellar & Co., P.S	3/3/2017	\$575.00
81211	Public Agency Training Council	3/3/2017	\$495.00
81212	Sea Western Fire	3/3/2017	\$76.95
81213	Sids Iga	3/3/2017	\$19.49
81214	Snap ON Tools	3/3/2017	\$1,024.93
81215	Solutions Yes	3/3/2017	\$164.27
81216	Standard Insurance Co.	3/3/2017	\$2,022.04
81217	STAPLES ADVANTAGE	3/3/2017	\$274.61
81218	Taft Plumbing	3/3/2017	\$43.18
81219	Tangly Cottage Garden	3/3/2017	\$788.40
81220	Tenney, David	3/3/2017	\$15.35
81221	Top Mobility Scooters Inc.	3/3/2017	\$2,499.00
81222	Total Battery & Auto	3/3/2017	\$278.15
81223	Unum Life Insurance	3/3/2017	\$71.70
81224	Usa Blue Book	3/3/2017	\$1,356.64
81225	Verizon Wireless	3/3/2017	\$594.03
81226	WA Assoc of Sheriffs & Police Chiefs	3/3/2017	\$120.00
81227	Wadsworth Electric	3/3/2017	\$2,133.90
81228	Washington State Bar Association	3/3/2017	\$35.00
81229	Wilcox & Flegel Oil Co.	3/3/2017	\$103.68
81230	Wirkkala Construction	3/3/2017	\$9,001.80
81231	World Kite Museum	3/3/2017	\$2,000.00
81232	Zee Medical Service Co.	3/3/2017	\$36.67
81233	Zep Manufacturing CO	3/3/2017	\$179.06
	Total		\$211,733.91
	Grand Total		\$211,733.91



TAB - D





**CITY COUNCIL  
AGENDA BILL  
AB 17-11**

**Meeting Date: March 6, 2017**

**AGENDA ITEM INFORMATION**

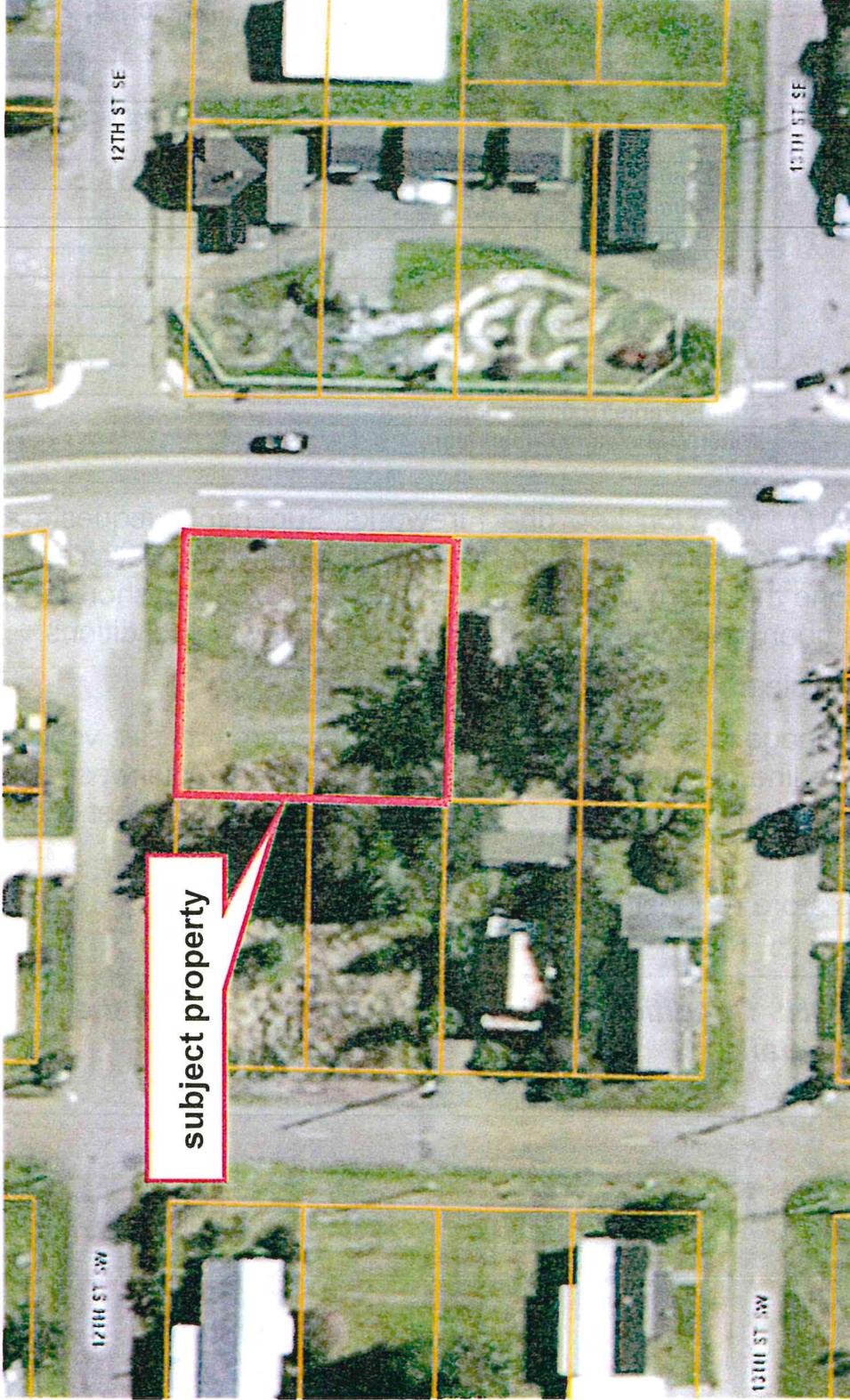
<b>SUBJECT:</b> Special Use Permit SUP 2017-01	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST:</b> N/A	Other:	

**SUMMARY STATEMENT:** Mr. Don Lee dba Fireworks Superstore requests a Special Use Permit to operate a fireworks store for the 4th of July and New Year's holidays. Mr. Lee has done this many times, and has been an excellent short-term vendor. This permit has been approved in the past with the following conditions:

1. Keep and leave the site clean.
2. Your sales area and signage must be placed so as not to interfere with safe vehicle traffic, in particular, the line-of-sight at the corner of 12th Street Southwest and Pacific Highway South. Nothing taller than 42" may be located within 20 feet of the property corner.

This is the first fireworks store request of 2017.

**RECOMMENDED ACTION:** *Conditionally Approve SUP 2017-01 with the conditions identified by staff.*



**Case No. SUP 2017-01**

**Location Map**

Don Lee dba Fireworks Superstore  
Southwest corner of 12<sup>th</sup> Southwest and Pacific Highway South  
Special Use Permit: Fireworks Stand in the C1 Zone

FIREWORKS SUPERSTORE  
P.O. BOX 1081  
PHILOMATH, OR 97370  
541 738-6981  
WA UBI 603 0770 424

City of Long Beach  
Gayle Borchard  
PO Box 310  
Long Beach, WA 98631

2/17/2017

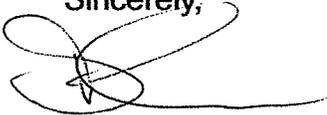
Dear Gayle,

I would like to request a Special Use Permit for the sale of fireworks, 4th of July ( June 28 thru July 5 ) and New Year ( December 27 thru December 31 ). The stand location is 101 12th SW.

Submitted are the following documents:

2017 Washington State fireworks license  
Certificate of Liability insurance, naming the City of Long Beach additional insured  
2017 City of Long Beach business license  
Washington State Resellers Permit  
Letter of Authorization from landlord

Sincerely,

A handwritten signature in black ink, appearing to be "Don Lee", with a long horizontal line extending to the right.

Don Lee  
fireworkssuperstorewa@gmail.com



Washington State Patrol Fire Protection Bureau  
Office of the State Fire Marshal  
**CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE** **17-0076**  
Stand Number: SN-11040

Licensee Data

Fireworks Superstore  
P.O. Box 1081  
Philomath, OR 97370  
License Number: WSPFL-02349  
Phone Number: (541) 738-6981

Operational Data

Wholesaler: Jake's Fireworks  
County of Operation: Pacific  
Operated For: Licensee  
Stand Operated By: Don Lee  
Date of Expiration: January 31, 2018  
Date of Issue: January 17, 2017

Consumer Fireworks Retailer Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit issued from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand only for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.  
**SURRENDER THIS PORTION OF THE LICENSE TO THE FIREWORKS WHOLESALER**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 216-658-7100 <b>FAX (A/C, No):</b> 216-658-7101 <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b> Jake's Fireworks Inc. 1500 E 27th Terr. Pittsburg KS 66762	2567	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Maxum Indemnity Company</td> <td>26743</td> </tr> <tr> <td>INSURER B:</td> <td>Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Maxum Indemnity Company	26743	INSURER B:	Everest Indemnity Insurance Co.	10851	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

**COVERAGES**

CERTIFICATE NUMBER: 472333184

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SIBGL00320-171	2/15/2017	2/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		EXC6018367	2/15/2017	2/15/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
Sales Location: 101 12th SW, Long Beach, WA 98631;  
Land Owner: Kristi Eler & Joe Turi, P.O. Box 341, Long Beach, WA 98631; City of Long Beach, P.O. Box 310, Long Beach, WA 98631;  
Term: February 15, 2017 through February 14, 2018  
The Certificate Holder and the above listed are Additional Insureds with respects to General Liability policy as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Fireworks Superstore  
Don Lee  
P.O. Box 1081  
Philomath OR 97370

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF  
WASHINGTON

# BUSINESS LICENSE

Sole Proprietorship

DON ALAN LEE  
FIREWORKS SUPERSTORE  
101 12TH SW  
LONG BEACH, WA 98631

Unified Business ID #: 603077424

Business ID #: 001

Location: 0002

Expires: Feb 28, 2018

TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:

LONG BEACH GENERAL BUSINESS - ACTIVE

REGISTERED TRADE NAMES:

FIREWORKS SUPERSTORE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue



STATE OF  
WASHINGTON

# RESELLER PERMIT

Washington State Department of Revenue

PO Box 47476 • Olympia, WA 98504-7476 • 1-800-647-7706

**Issued to:**  
603 077 424  
LEE DON A  
FIREWORKS SUPERSTORE  
PO BOX 1081  
PHILOMATH OR 97370 1081

**Permit Number:** A22 5141 21  
**Effective Date:** 01-14-2017  
**Expiration Date:** 01-13-2021

**Business Activities:**  
ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)

**This permit can be used to purchase:**

- Merchandise and inventory for resale without intervening use
- Ingredients, components, or chemicals used in processing new articles of tangible personal property produced for sale
- Feed, seed, seedlings, fertilizer, and spray materials by a farmer
- Materials and contract labor for retail/wholesale construction
- Items for dual purposes (see Purchases for Dual Purposes on back)

**This permit cannot be used to purchase:**

- Items for personal or household use
- Promotional items or gifts
- Items used in your business that are not resold, such as office supplies, equipment, tools, and equipment rentals
- Materials and contract labor for public road construction or U.S. government contracting (see Definitions on back)
- Materials and contract labor for speculative building

**This permit is no longer valid if the business is closed.**

**The business named on this permit acknowledges:**

- It is solely responsible for all purchases made under this permit
- Misuse of the permit:
  - Subjects the business to a penalty of 50 percent of the tax due, in addition to the tax, interest, and penalties imposed (RCW 82.32.291)
  - May result in this permit being revoked

**Notes (optional):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

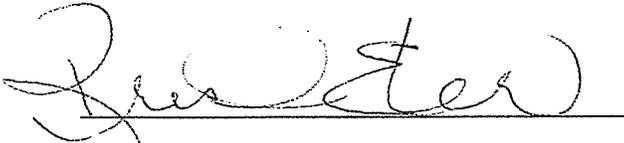
**Important:** The Department of Revenue may use information from sellers to verify all purchases made with this permit were qualified.

LETTER OF AUTHORIZATION

City of Long Beach  
115 Bolstad West  
P.O. Box 310  
Long Beach, WA 98631

To Whom It May Concern,

Kristi Eler / Joe Turi grants permission to Fireworks Superstore/ Don Lee, to occupy Pacific County parcel # 73026060007, Seaview 060 07, Lot 8, Township-Range-Section 1011222. Site address 101 12th SW. The occupancy term shall be from June 13 thru July 8, 2017 and December 20, 2017 thru January 4, 2018.



Kristi Eler

Dated: Jan 29, 2017

\_\_\_\_\_

Joe Turi

Dated: \_\_\_\_\_

**TAB - E**





**CITY COUNCIL  
AGENDA BILL  
AB 17-12**

**Meeting Date: March 6, 2017**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> Interlocal Agreement with Pacific County for Integrated Solid Waste Management	<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	
	Water/Wastewater Supervisor	
<b>COST:</b> N/A	Other:	
<p><b>SUMMARY STATEMENT:</b> The purpose of this agreement is to establish a comprehensive solid waste management plan as mandated in Chapter 70.95 RCW, for collection, recycling, waste reduction, and disposal of solid waste produced or generated within the boundaries of the participating governments.</p>		
<p><b>RECOMMENDED ACTION:</b> <i>Authorize the Mayor to enter into the Interlocal Agreement with Pacific County for Integrated Solid Waste Management.</i></p>		



# Pacific County

## DEPARTMENT OF COMMUNITY DEVELOPMENT

BUILDING • ENVIRONMENTAL HEALTH • PLANNING

January 30, 2017

City of Long Beach  
PO Box 310  
Long Beach, WA 98631

Dear Mayor:

The Pacific County Solid Waste Management Plan update has been drafted. The Management Plan is open for public comment for 30 days beginning February 1 and ending March 3, 2017. A copy of the Plan has been enclosed with this letter.

As part of the approval process, the County is required to have intergovernmental agreements with all participating jurisdictions. Two copies of the agreement are also enclosed for review and approval. Please return no later than March 3<sup>rd</sup>.

If you have any questions or comments, please call (360) 875-9356.

Sincerely,

Megan McNelly  
Solid Waste Program Manager

INTERGOVERNMENTAL AGREEMENT FOR  
INTEGRATED SOLID WASTE MANAGEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between PACIFIC COUNTY, Washington (hereinafter referred to as COUNTY) and the incorporated municipalities of Ilwaco, Long Beach, Raymond, and South Bend within the County; all of which are organized under the laws of the State of Washington and are herein collectively referred to as PARTICIPATING GOVERNMENTS.

WHEREAS, the PARTICIPATING GOVERNMENTS in Pacific County agree to participate and adopt, pursuant to the Solid Waste Management Act, Chapter 70.95 RCW, The Solid Waste Disposal Act, Chapter 36.58 RCW, and the Municipal Utilities Act, Chapter 35.92 RCW, the Pacific County Comprehensive Solid Waste Management Plan Update, 2016, hereinafter referred to as the PLAN UPDATE covering the integrated management of solid waste in the County; and

WHEREAS, it is to the mutual advantage of the PARTICIPATING GOVERNMENTS and their citizens, to contract pursuant to Chapter 39.34 RCW for the purpose of providing a joint county-city integrated solid waste management program; and

WHEREAS, the PARTICIPATING GOVERNMENTS have been operating under agreements pursuant to adopted resolutions by the various cities in Pacific County; and

WHEREAS, it has been determined that formal adoption is needed;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by the PARTICIPATING GOVERNMENTS hereto as follows:

**SECTION 1 - PURPOSE OF THE AGREEMENT**

- 1.1 The purpose of this Agreement is to establish and adopt a comprehensive solid waste management plan as mandated in Chapter 70.95 RCW, for collection, recycling, waste reduction, and disposal of solid waste produced or generated within the boundaries of the PARTICIPATING GOVERNMENTS by specifying the party responsible for the management of said programs, and the powers and duties of the PARTICIPATING GOVERNMENTS.

**SECTION 2 - SOLID WASTE ADVISORY COMMITTEE**

- 2.1 The COUNTY shall maintain a Solid Waste Advisory Committee consisting of up to nine (9) members appointed by the Board of Pacific County Commissioners. The committee shall consist of members representing a balance of interests including, but not limited to, citizens, public interest groups, businesses, solid waste industry, agriculture, and city officials. The committee shall comply with the rules and regulations established in the

existing bylaws of the Pacific County Solid Waste Advisory Committee. This committee shall hereinafter be referred to as SWAC.

### SECTION 3 - SOLID WASTE MANAGEMENT

- 3.1 The COUNTY is hereby designated as the exclusive agent for the PARTICIPATING GOVERNMENTS for the administration of the PLAN UPDATE and, subject to the provisions of the bylaws of the Pacific County Solid Waste Advisory Committee, shall have full authority to implement solid waste management programs and services for all PARTICIPATING GOVERNMENTS and the residents within the boundaries of said PARTICIPATING GOVERNMENTS, excluding the manner of collection and transfer of solid waste within the corporate limits of those cities and towns which are PARTICIPATING GOVERNMENTS. Such management shall be conducted in compliance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice at any such time.

### SECTION 4 - FUNDS AND BUDGET

- 4.1 The costs of acquisition, construction, maintenance, operation and management of joint solid waste facilities shall be paid by user charges. Such costs may be paid for by grants, gifts, loans and other lawful funding sources. Such costs shall include all direct costs and expenses of acquisition, construction, maintenance and operation of solid waste facilities including the cost of liability insurance premiums or such insurance reserves as may be necessary under a self-insurance plan and all direct costs and expenses of administration of the PLAN UPDATE and shall also include the overhead administration of the COUNTY allocable to solid waste management.
- 4.2 The COUNTY shall maintain the existing Solid Waste Management Fund as a special fund within the COUNTY budget. All revenues and expenses in connection with the Solid Waste Management Program subject to the Agreement shall be budgeted and accounted for through this fund. Receipts deposited in the Solid Waste Management Fund shall be used only for solid waste management purposes pursuant to this Agreement including debt service or warrant interest unless otherwise required by law, grant, regulation or separate contract.
- 4.3 Should it become necessary, in the opinion of the COUNTY, that a change in user charges be made outside of the normal budget cycle, the COUNTY shall submit the proposed rate change to the SWAC and the SWAC shall review and render its advice concerning said proposal within thirty (30) days. The COUNTY will not take action until the SWAC has rendered its advice. However, failure of the SWAC to act on the proposal referred to herein within the required time shall be construed as approval of the same.

### SECTION 5 - ACCOUNTING AND AUDITS

- 5.1 The COUNTY shall maintain accounts for the solid waste management program in accordance with the requirements of the Washington State Auditor.
- 5.2 Authorized representatives of any party hereto shall have the right to inspect the books of account at any reasonable time.

#### SECTION 6 - INDEMNIFICATION

- 6.1 Each party hereto shall indemnify and hold harmless each of the other parties and their respective officers, agents and employees from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the party, its officers, agents and employees associated with that party's solid waste activities.

#### SECTION 7 - PROPERTY RIGHTS

- 7.1 Title to all property acquired with the funds from the Solid Waste Management Fund shall vest in the COUNTY. In the event of sale of surplus property, such funds shall be deposited in the Solid Waste Management Fund unless otherwise required by law, regulation, grant or contract. However, if the Solid Waste Management Fund does not require the revenue generated by the sale of such property, it shall be disbursed amongst the PARTICIPATING GOVERNMENTS by an agreed upon formula to be worked out at the time of sale.

#### SECTION 8 - DISPUTE RESOLUTION

- 8.1 Any disputes arising under the terms of this agreement shall be resolved through negotiation and consensus; provided that should negotiations and consensus fail to resolve the issue, it shall be submitted to a mediation panel consisting of the SWAC membership for resolution. Final authority to resolve disputes shall rest with the COUNTY subject to court review.

#### SECTION 9 - ADMISSION OF NEW PARTIES

- 9.1 Additional municipal entities may be added to this Agreement upon such terms and conditions as the PARTICIPATING GOVERNMENTS and new party agree upon in writing.

#### SECTION 10 - PLAN ADOPTION

- 10.1 The Pacific County Comprehensive Solid Waste Management Plan and any subsequent plan updates shall be deemed to have been adopted when the plan(s) have been approved

by the governing bodies representing seventy-five (75) percent of the population of Pacific County, as set forth by the Washington State Office of Financial Management.

#### SECTION 11 - AMENDMENTS

- 11.1 The PLAN may be amended at any time following the recommendation of the SWAC and approval by the governing bodies (county commissioners, city/town councils) representing seventy-five (75) percent of the population of Pacific County, as set forth by the Washington State Office of Financial Management.

#### SECTION 12 - TERM

- 12.1 Commencing on the date this Agreement is last executed, this Agreement shall continue for the life of the 2016 Pacific County Comprehensive Solid Waste Management Plan Update.
- 12.2 Any party hereto may withdraw and terminate its rights and obligation under this Agreement if it is their intention to establish their own Plan Update, satisfying all requirements to do so under the applicable laws of the State of Washington. In such cases, twelve (12) months notice of intent to withdraw shall be given to all parties hereto.

#### SECTION 13 - EFFECTIVE DATE

- 13.1 This Agreement shall be effective upon its execution by the COUNTY after execution by all other PARTICIPATING GOVERNMENTS and shall supersede the existing Intergovernmental Agreement for Integrated Solid Waste Management.

<signature block on next page>

Entered into and agreed upon by the following signatories to this Memorandum of Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

THE CITY OF RAYMOND, WASHINGTON

BOARD COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Jason Dunsmoor, Mayor

\_\_\_\_\_  
Lisa Ayers, Chair

THE CITY OF SOUTH BEND, WASHINGTON

\_\_\_\_\_  
Frank Wolfe, Commissioner

\_\_\_\_\_  
Julie Struck, Mayor

\_\_\_\_\_  
Lisa Olson, Commissioner

THE CITY OF ILWACO, WASHINGTON

\_\_\_\_\_  
Mike Cassinelli, Mayor

THE CITY OF LONG BEACH, WASHINGTON

\_\_\_\_\_  
Jerry Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Marie Guernsey, Clerk of the Board



**TAB – F**





**CITY COUNCIL  
AGENDA BILL  
AB 17-13**

**Meeting Date: March 6, 2017**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b>	<b>Originator:</b>	
<b>Case No. SUP 2017-02 Request by Brooke Ostgaard for Outdoor Vending of Fireworks for July 2017 and December 2017–January 2018</b>	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
	Other:	

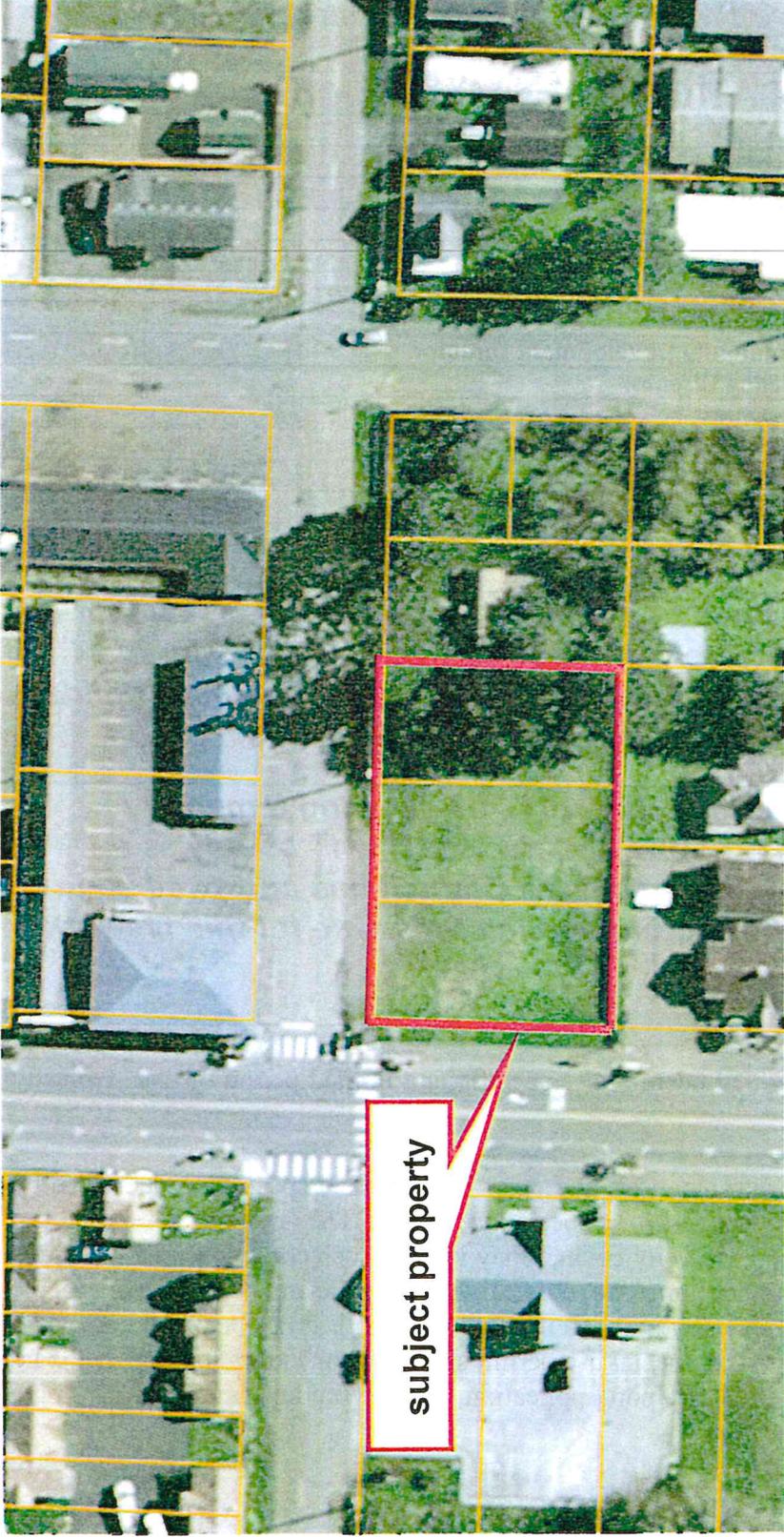
**COST:** N/A

**SUMMARY STATEMENT:** *Attached is a request for a fireworks stand for Ms. Brooke Ostgaard dba Thunder Fireworks and Jake’s Fireworks for the 4<sup>th</sup> of July and New Year. Ms. Ostgaard has sold fireworks on these two holidays for several years, and has been a good vendor – no problems.*

**RECOMMENDED ACTION:** *Approve SUP 2017-02 allowing temporary outdoor merchandising in the OT zone and declare the 4<sup>th</sup> of July as a festival for fee purposes. [Note: In past years Council has approved up to four (4) such stands. This is the second application made for this fireworks season.]*

**TEMPORARY USE:** A land-use activity that occurs for a specific and limited period of time, typically authorized by a special use permit.

**12-11-14: SPECIAL USE PERMIT:** For events, uses, and other activities not specifically addressed by this title, an applicant may apply to the city council for a special use permit. The issuance of a special use permit is at the discretion of the city council. The city council may impose such conditions as are deemed necessary to mitigate impacts including, but not limited to, noise, lighting, traffic and hours of operation. A special use permit shall not be used to permanently permit a use that would otherwise be prohibited by the zone district in which the property is situated. A special use permit shall have an expiration date that is no more than one (1) year after the approval date. Upon application, the city council may grant a single extension of a special use permit.



**Case No. SUP 2017-02**  
**Location Map**

Brooke Ostgaard dba Thunder Fireworks and Jake's Fireworks  
101 7<sup>th</sup> Street-southeast - corner of 7<sup>th</sup> SE and Pacific Highway South  
Special Use Permit: Fireworks Stand in the OT Zone





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Partners Group Ltd 11225 SE 6th St., Suite 110 Bellevue WA 98004	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 425-455-5640      FAX (A/C, No): 425-455-6727 E-MAIL ADDRESS: condos@tpgrp.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: T.H.E. Insurance Company	<b>NAIC #</b> 12866
<b>INSURED</b> Thunder Fireworks, Inc. 5207 187th St East Tacoma WA 98446	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

COVERAGES      CERTIFICATE NUMBER: 818690944      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

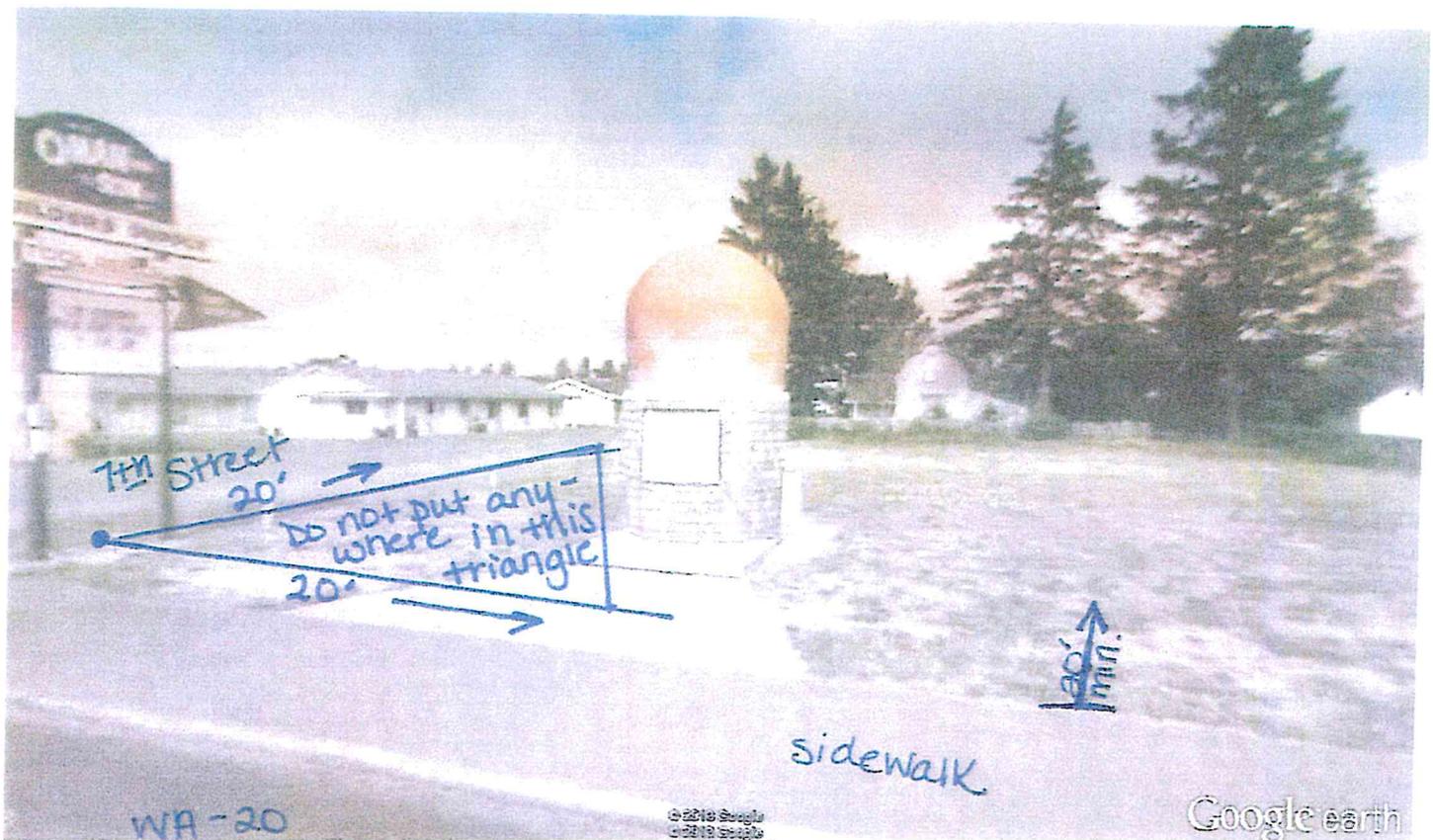
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2k Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		CPP010389803	11/15/2016	11/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$N/A PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$N/A PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			ELP001150103	11/15/2016	11/15/2017	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are Additional Insured on General Liability as their interest may appear as respects to operations performed by or on behalf of the Named Insured, as required by written contract:  
Location: 101 7th Street SE, Long Beach, WA 98631  
The City of Long Beach and Coastal Inn, LLC (property owner)

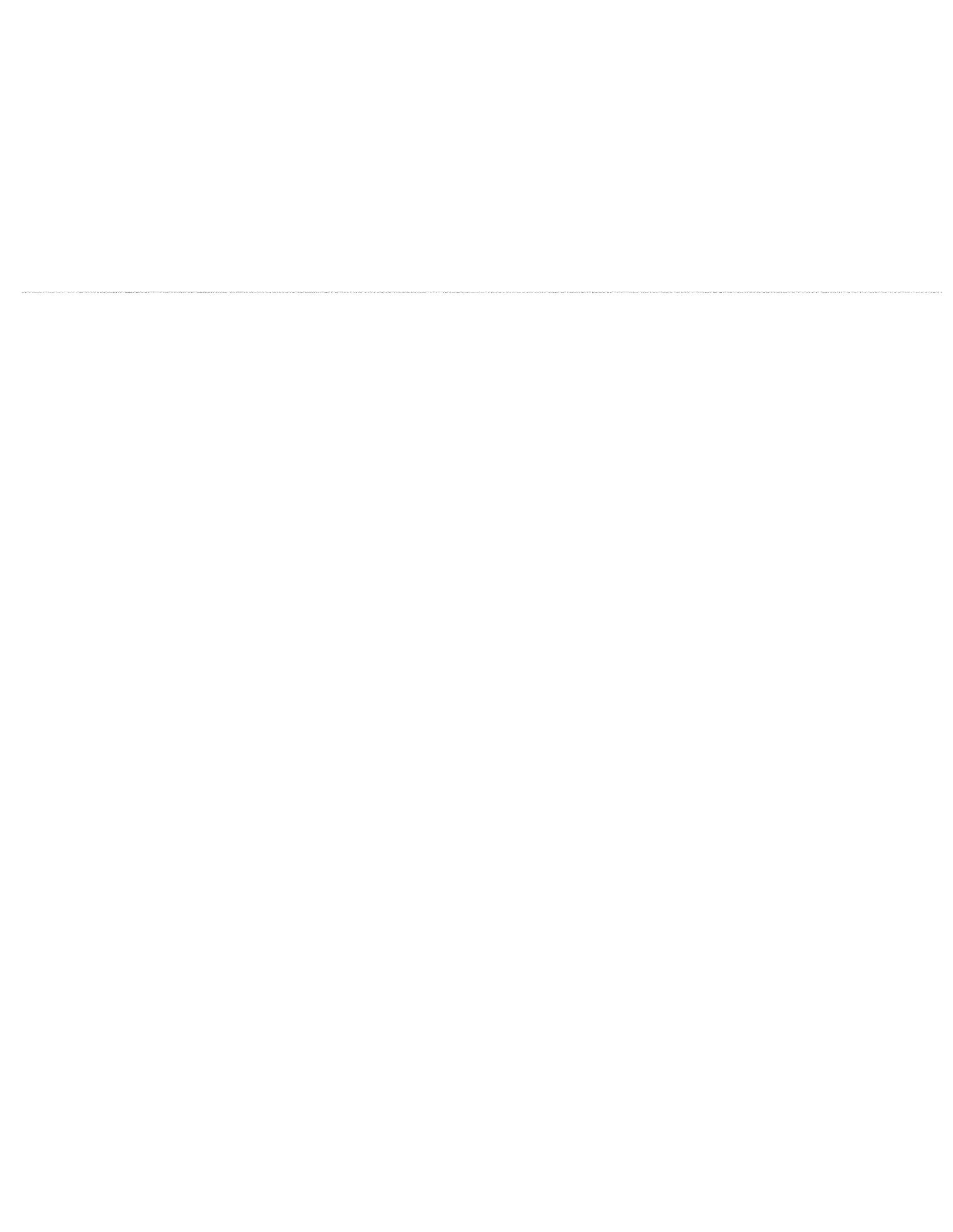
<b>CERTIFICATE HOLDER</b> City of Long Beach 115 Bolstad Avenue West Long Beach WA 98631	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> <i>John Antkowiak Signature</i>

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- minimum 20' off of 7th Street
- minimum 20' off of WA-20 (Main Street)
- Do not block visibility off of 7th Street
- Try to put in the same spot as it has been in previous years. I am sending a picture of that as well.

Address: 101 7th St. SE  
Long Beach, WA



**TAB – G**





**CITY COUNCIL  
AGENDA BILL  
AB 17-14**

**Meeting Date: March 6, 2017**

<b>AGENDA ITEM INFORMATION</b>		
<p><b>SUBJECT:</b> Biosolids Treatment and Disposal Engineering Report SOQ and Award</p>	<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	
	Water/Wastewater Supervisor	
<p><b>COST:</b> \$50,000 (\$25,000 loan DOE - \$25,000 forgivable principal) Loan to split with Ilwaco 50/50</p>	Other:	
<p><b>SUMMARY STATEMENT:</b> The City requested SOQs from qualifying consulting engineers to prepare a biosolids treatment and disposal report; this would be the first step to obtain grant/loan monies and move forward with the regional processing facility mandated by the Department of Ecology.</p>		
<p><b>RECOMMENDED ACTION:</b> <i>Authorize the Mayor to enter into an agreement with the recommended consultant for the production of the Regional Biosolids Treatment and Disposal Engineering Report.</i></p>		



**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS

RECEIVED  
FEB 27 2017  
CITY OF LONG BEACH

February 24, 2017

Ms. Ariel Smith  
Director of Community Development  
City of Long Beach  
Attn: Biosolids – Engineering Services  
115 Bolstad Avenue West  
Long Beach, Washington 98631

SUBJECT: STATEMENT OF QUALIFICATIONS AND PROPOSAL,  
LONG BEACH REGIONAL BIOSOLIDS TREATMENT AND  
DISPOSAL ENGINEERING REPORT  
CITY OF LONG BEACH, PACIFIC COUNTY, WASHINGTON  
G&O #20174.87

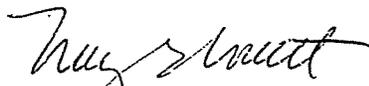
Dear Ms. Smith:

Gray & Osborne is pleased to submit this Statement of Qualifications and proposal for assisting the City of Long Beach with the preparation of the Long Beach Regional Biosolids Treatment and Disposal Engineering Report. The attached proposal includes our qualifications and project approach. The engineering report will evaluate the alternatives available to the City to be a regional provider of biosolids treatment and disposal. We understand the need to investigate and evaluate all feasible alternatives to determine the cost-effective, environmentally sound, and manageable alternative to provide year-round treatment and disposal of biosolids. This report will form the basis of the funding request which will allow the City to move forward with design and construction of the preferred alternative. Our proposal outlines the specifics of the project team we intend to use to create this document. Our in-house staff of engineers, technicians, designers, and survey staff will allow us to provide a quality report that fully meets the City's needs. Our staff is familiar with working with the City, the Department of Ecology, and your neighboring wastewater utilities.

Our success as a company relies not only on our technical expertise, but also in establishing excellent working relationships with our clients. Our approach emphasizes good communication throughout the project, with the appropriate City staff, City Council, and the public. We have enjoyed working with the City of Long Beach in the past and look forward to the opportunity to provide engineering services to help you implement a viable biosolids program. Please contact me at (206) 284-0860 if you have questions or would like additional information.

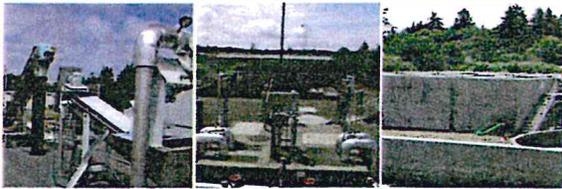
Sincerely,

GRAY & OSBORNE, INC.

  
Nancy E. Lockett, P.E.

NEL/hh  
Encl.

701 Dexter Avenue N., Suite 200 Seattle, Washington 98109 (206) 284-0860 Fax (206) 283-3206



# Statement of Qualifications

City of Long Beach  
Long Beach Regional Biosolids  
Treatment & Disposal  
Engineering Report



**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS



## ABOUT GRAY & OSBORNE

Gray & Osborne has provided professional engineering services to public agencies throughout Washington State since 1935. We specialize in the planning, design, and construction management of wastewater, water, transportation, and utility systems. Our staff of 140 experienced professionals operates out of offices in Seattle, Yakima, Olympia, Arlington, Wenatchee, and Vancouver with engineers and design professionals in the following disciplines:



### Licensed Engineers:

- Civil
- Mechanical
- Environmental
- Hydraulic
- Transportation
- Electrical
- Chemical
- Structural

### Design Professionals:

- Professional Land Surveyors
- Construction Managers/Resident Inspectors
- Geographical Information System (GIS) Technicians
- Computer-Aided Designers and Drafters
- Financial Consultants
- Environmental and Permitting Specialists

This depth and diversity of expertise minimizes our reliance on contracting with subconsultants, providing us with greater control of engineering cost, schedule of deliverables, overall quality of our final product and the in-house resources to fast-track projects when required.

Our core values are **communication, teaming, client service, and professionalism**. Our dedication to these core values along with our Wide Area Network (WAN) technology allows our six offices to operate seamlessly as a single engineering and design resource. This allows every Gray & Osborne office to offer the personal client service of a local firm while providing the depth, expertise, and resources of a large regional firm.

We at Gray & Osborne recognize the importance of public works projects in the communities where we serve. We approach each project first as citizens and taxpayers, and secondly as engineers. Our goal is to effectively and efficiently help Washington State communities preserve the environment, improve their quality of life, and manage growth as we have since 1935.

**Contact:** Nancy Lockett, P.E., Principal  
**Gray & Osborne, Inc.**  
701 Dexter Avenue North  
Suite 200  
Seattle, Washington 98109

p 206.284.0860  
f 206.283.3206

[www.g-o.com](http://www.g-o.com)  
[nlockett@g-o.com](mailto:nlockett@g-o.com)



## PROJECT UNDERSTANDING

The City of Long Beach is committed to identifying year-round alternatives for biosolids treatment and disposal that would benefit the citizens of Long Beach, the environment, and the region. The Washington State Department of Ecology has informed the City of Long Beach and the City of Ilwaco that year-round land application of Class B biosolids will no longer be allowed, and has required both cities to discontinue winter land application by the winter of 2018 to 2019. The City has received funding from the Department of Ecology to prepare an Engineering Report that will provide the City of Long Beach, and potentially other wastewater utilities in the region, with a road map for future treatment and disposal of biosolids on a year-round basis.

Gray & Osborne has the necessary experience and expertise to assist the City with the preparation of the Regional Biosolids Treatment and Disposal Engineering Report. We have included information in this Statement of Qualifications regarding our proposed scope of work for this project including a schedule that will allow the City to apply for design/construction funding this fall, an introduction to the Gray & Osborne staff who will assist the City with this project, and our experience with the preparation of wastewater engineering reports and facilities plans.



## PROPOSED SCOPE OF WORK

The Regional Biosolids Treatment and Disposal Engineering Report will identify the alternatives available to the City of Long Beach for treatment and disposal of biosolids from the City of Long Beach and potentially other wastewater treatment facilities in the region. The report will follow the guidelines for Engineering Reports included in WAC 173-240-060 and will be submitted to the Department of Ecology for approval.

The engineering report will contain the following chapters and appendices:

- Executive Summary
- Introduction and Background
- Basic Planning Data
  - Design Flow and Loading
  - Permits, Requirements, and Regulations
- Treatment and Disposal Alternatives
  - Biosolids Treatment Alternatives – Class A and Class B
  - Biosolids Disposal Alternatives – Class A and Class B
- Selection of Alternatives
- Implementation
  - Predesign Selected Alternative (flow diagram, equipment sizing, and disposal site sizing/distribution alternatives)
  - Staffing and Testing Requirements
  - Capital and Operation and Maintenance Costs
  - Environmental Review Requirements
- Appendix A – SEPA Checklist
- Appendix B – SERP Checklist
- Appendix C – Detailed Cost Estimates

A description of the tasks performed to develop the engineering report are provided below.

### **TASK 1 – BASIC PLANNING DATA**

Identify existing population and equivalent residential units (ERUs) and population projections for the 10-year, 20-year, and buildout periods, and current and future biosolids quantities for City of Long Beach and potential regional participants, i.e., the City of Ilwaco.

Provide maps showing the City of Long Beach sewer service area, location of nearby wastewater treatment facilities, existing biosolids land application sites, and location of adjacent purveyors.

### **TASK 2 – REGULATORY REQUIREMENTS**

Summarize county, state, and federal regulations governing the treatment and disposal of biosolids.

### **TASK 3 – BIOSOLIDS TREATMENT ALTERNATIVES**

Describe, evaluate, and compare biosolids treatment alternatives to achieve Class B or Class A biosolids.

Provide preliminary sizing and capital and operation and maintenance (O&M) cost estimates for each treatment alternative for treating the City of Long Beach only or treating the City of Long Beach and potential regional participants.

Identify permitting and environmental impacts of each alternative.

#### **TASK 4 – BIOSOLIDS DISPOSAL ALTERNATIVES**

Describe, evaluate, and compare biosolids disposal alternatives available for Class B or Class A biosolids.

Provide preliminary location and sizing requirements and capital and O&M cost estimates for the disposal alternatives for the City of Long Beach treated biosolids only and for treated biosolids from the City of Long Beach and potential regional participants.

Identify permitting and environmental impacts of each alternative.

#### **TASK 5 – SELECT PREFERRED ALTERNATIVE**

In consultation with the City, select the preferred biosolids treatment and disposal alternative(s) based on the evaluation of capital and O&M cost, permitting, and environmental impacts.

In consultation with the City, determine whether biosolids treatment alternatives will be sized for the City only or regional use.

Provide preliminary site design, equipment selection, and electrical control description for the selected alternative. Topographic survey of the identified location of the biosolids treatment facility is not anticipated.

#### **TASK 6 – IMPLEMENTATION**

Describe the recommended project and implementation schedule.

Estimate staffing requirements, O&M costs, and capital costs.

Identify financing options.

Identify permitting considerations.

#### **TASK 7 – ENVIRONMENTAL ANALYSIS AND PERMITTING**

Prepare a SEPA Checklist for the report.

Prepare a SERP Checklist for the report.

Pursue the public notice process for SEPA and SERP.

Respond to agency comments and revise environmental checklists.

#### **TASK 8 – SUBMIT TO AGENCIES FOR REVIEW**

Internal quality control/quality assurance (QA/QC) review.

Submit the draft report to the Washington State Departments of Ecology and Health as well as Pacific County for comment.

Incorporate review comments.

Submit the final report to the City, Washington State Departments of Ecology and Health, and Pacific County for approval.

Compile a PDF of the entire report with figures.

## TASK 9 – ADMINISTRATION AND LIAISON

Attend meetings with City staff to obtain input on the goals and objectives of the plan, and selection of the preferred alternative.

Present the plan to the City Council at a public meeting.

Meet with the Departments of Ecology and Health, as necessary, to obtain approval.

### SCHEDULE

We anticipate the following time frame for completion of the project:

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Project Start:	March 2017
Draft Submitted to City:	June 2017
Draft Submitted to Ecology:	July 2017
Final Draft Completed:	August 2017

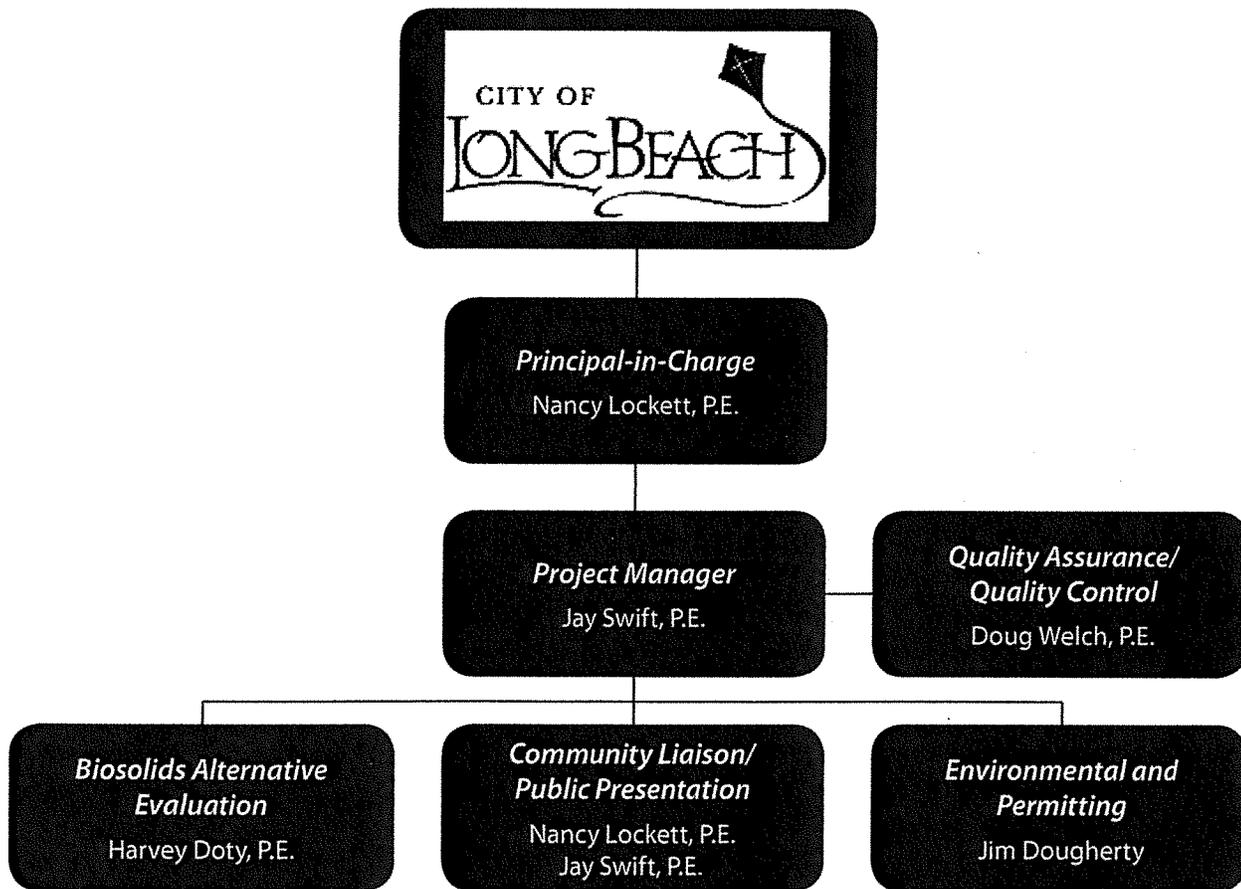
This schedule would allow the City to apply for design/construction funding during the fall 2017 Ecology funding cycle.



## PROJECT TEAM

Gray & Osborne's approach to the development of the Regional Biosolids Treatment and Disposal Engineering Report begins with the assembly of experienced professionals who are familiar with biosolids treatment and disposal planning and design, environmental permitting, and funding agency requirements. Our staff of 140 experienced professionals, which includes 59 engineers with licenses in civil, environmental, chemical, structural, mechanical, and electrical engineering, provides the expertise that will be required to prepare the Regional Biosolids Treatment and Disposal Engineering Report.

The proposed project team is shown on the following organizational chart, with brief resumes following. Based on our current and projected workload, each of the team members is committed to completing the plan to meet the City's schedule and is available immediately to begin work on the project.



### NANCY LOCKETT, P.E., PRINCIPAL-IN-CHARGE, COMMUNITY LIAISON

Nancy joined Gray & Osborne in 1989 and is a principal in the firm. Nancy's experience includes water and wastewater comprehensive planning, wastewater collection and treatment plant design, water system distribution, storage and treatment plant design, stormwater comprehensive and flood hazard management planning, utility rate studies, and city engineering. Nancy has worked with communities on the Long Beach Peninsula since 1989.

Education: M.S.E. Environmental Engineering, 1989, University of Washington  
Ph.D. Fisheries, 1983, University of Washington

Registration: Civil Engineer, 1993, Washington (29664)

### **DOUG WELCH, P.E., QUALITY ASSURANCE/QUALITY CONTROL**

Doug joined Gray & Osborne in 1998 and has over 20 years of experience in civil and environmental engineering. Doug is the lead engineer for the Wastewater Group. His experience includes all facets of wastewater collection and treatment system projects, from planning and preliminary engineering through final design and construction management. He also spent nearly 2 years as a guest researcher in Sweden conducting research on the dynamic modeling of large-scale wastewater treatment facilities. Doug was the Project Engineer for the City of Puyallup Water Pollution Control Facility Improvements; the Douglas County Sewer District 1 Wastewater Treatment Facilities Improvements, East Wenatchee, Washington; the City of Sumner Wastewater Treatment Plant Upgrades Phases 1 and 2; the City of Camas Wastewater Treatment Facility (Phase 1) Improvements; the Pe Ell Wastewater Treatment Plant Upgrade; the Fort Lewis Wastewater Treatment Facilities Improvements; the Sunnyside Membrane Bioreactor (MBR) Wastewater Treatment Facilities for the Lake Stevens Sewer District; and the Willapa Regional Wastewater Treatment Plant for the Cities of Raymond and South Bend.

Education: B.S. Civil Engineering, University of Washington  
M.S. Civil Engineering, University of Washington  
Registration: Civil Engineer, 1993, Washington (29703)

### **JAY SWIFT, P.E., PROJECT MANAGER**

Jay joined Gray & Osborne in 1997 and is a principal in the firm. Jay has a master's degree in environmental engineering and 20 years of experience working in municipal and industrial wastewater treatment. Examples of his wastewater treatment plant experience includes experience as Project Manager for the Sequim Water Reclamation Facility Expansion, including BNR in an activated sludge system, new clarifiers, tertiary filters, and high-pressure low-intensity ultraviolet; Project Manager for construction administration for Aeration Basin 3 for the City of Puyallup activated sludge BNR WPCP; Project Manager for WWTP Copper Removal Systems for the Cities of Puyallup and Sumner; Project Manager for South Bend Pump Stations Improvements; Project Manager for the Cathlamet WWTP and Sewer System Upgrade, Project Engineer for the City of Sequim Class A Biosolids Treatment System; Project Engineer for Ultraviolet Disinfection Facilities and Odor Control System for the Redondo WWTP; Project Engineer for an Ultraviolet Disinfection Facilities and Headworks Expansion; and Project Engineer for an Online BNR Monitoring and Control System for LOTT (Lacey, Olympia, Tumwater, and Thurston County) Clean Water Alliance.

Jay is an active member of the Water Environment Federation with 14 conference presentations and publications (regarding biological nutrient removal, disinfection, and industrial pretreatment), serves as a primary author of the 2008 WEF manual *Design of Municipal Wastewater Treatment Plants*, and was chosen for the Technical Advisory Panel as one of six consultant representatives advising the State of Washington as it revises its design and operation requirements for water reclamation facilities.

Education: B.S. Chemical Engineering, 1985, University of Washington  
B.S. Biology, 1985, University of Washington  
M.S. Engineering, 1997, University of Washington  
Registration: Civil Engineer, 1999, Washington (36095)

### **HARVEY DOTY, P.E., BIOSOLIDS ALTERNATIVES EVALUATION**

Harvey is a chemical engineering graduate from Washington State University. He has specialized in municipal wastewater systems, specifically biosolids treatment and disposal systems, projects including field work, engineering reports and wastewater facility plans, construction administration, and design. Harvey has experience in system evaluation, lift station design, preparation of contract drawings and specifications, construction management, pollutant source identification studies, wastewater treatment

reliability evaluation, system operations and maintenance, environmental permitting, as well as state and federal financial assistance applications.

Education: B.S. Chemical Engineering, 2007, Washington State University  
Registration: Chemical Engineer, 2013, Washington (50398)

#### **JIM DOUGHERTY, ENVIRONMENTAL AND PERMITTING**

Jim has worked as a permit and environmental regulatory approval lead on water systems, wastewater, stormwater, flood hazard mitigation, transportation, marina, and fisheries habitat mitigation projects. Jim has significant experience on federally funded projects both with Gray & Osborne since he joined in 1999, and prior to that when he worked for FEMA as a Hazard Mitigation Specialist and Environmental Planner for 4 years. Jim has developed strong working relationships with regulatory agencies and is a "hands-on" facilitator in coordinating permit acquisition. He has worked on projects funded by the Washington State Department of Ecology, U.S. Environmental Protection Agency, USDA Rural Development Administration, and HUD's Community Development Block Grant Program. He has also completed permitting and funding documents for ARRA projects and numerous projects requiring WSDOT LAG Manual compliance. Jim's experience includes preparation of SEPA/SERP and/or NEPA documents, environmental assessments, ECS forms, biological evaluations, and assessments for Section 7 consultation under the Endangered Species Act and Clean Water Act Section 404 reviews.

Education: B.S. Environmental Studies, 1979, Huxley College at Western Washington University



## RELEVANT EXPERIENCE

### ENGINEERING REPORTS/COMPREHENSIVE SEWER/WASTEWATER FACILITY PLAN EXPERIENCE

The planning process begins with a thorough inventory of the existing system to identify the components that can be incorporated into plan and design modifications. Our extensive experience with the design of wastewater treatment facilities is used to evaluate alternative treatment systems and facility upgrades.

Wastewater comprehensive planning documents are prepared in accordance with Chapter 173-240 WAC, Department of Ecology and EPA planning guidelines, and proposed Capacity, Maintenance, Operation and Management (CMOM) regulations. The following is a list of clients for whom Gray & Osborne has prepared comprehensive sewer and wastewater facility plans.

City/Town	City/Town	City/Town	Other Agencies
Bingen	Granite Falls	Quincy	Alderwood Water & Wastewater District
Burlington	Ilwaco	Raymond	Clallam County/Carlsborg
Camas	Kalama	Ridgefield	Destination Packwood Association
Cathlamet	Lacey	Roslyn	Douglas County Sewer District
Chelan	Long Beach	Royal City	Lake Stevens Sewer District
Conconully	Lynnwood	Sequim	Mason County
Coulee Dam	Mabton	Skykomish	Mukilteo Water & Wastewater District
Darrington	Marysville	Snoqualmie	Northshore Utility District
Duvall	Monroe	Soap Lake	Pierce County
Ellensburg	Morton	South Bend	Sammamish Plateau Water and Sewer District
Ephrata	Mossyrock	Toledo	Silver Lake Water & Sewer District
Gig Harbor	Okanogan	Vader	SunLand Water District
Goldendale	Omak	Westport	
Granger	Puyallup	Zillah	

### SEPA AND DEPARTMENT OF ECOLOGY APPROVAL EXPERIENCE

Gray & Osborne has completed more than 50 Wastewater Facility Plans and/or General Sewer Plans in the past 20 years. We have designed and managed the permitting of more than 50 wastewater treatment facilities, including six water reclamation and reuse facilities and two wastewater reuse systems in the last 20 years as well. We have prepared SEPA documentation for all of the sewer planning documents we have prepared and obtained Department of Ecology approval of those plans to allow our clients to secure the necessary permits and approvals for construction documents from the Department of Ecology and multiple other state agencies with jurisdiction in the construction and operation of wastewater treatment, reuse, and disposal facilities. We are sensitive to and forward in our thinking when developing SEPA and other environmental review documentation in order to allow our clients to obtain the necessary regulatory approvals to obtain funding from a variety of state and federal sources.

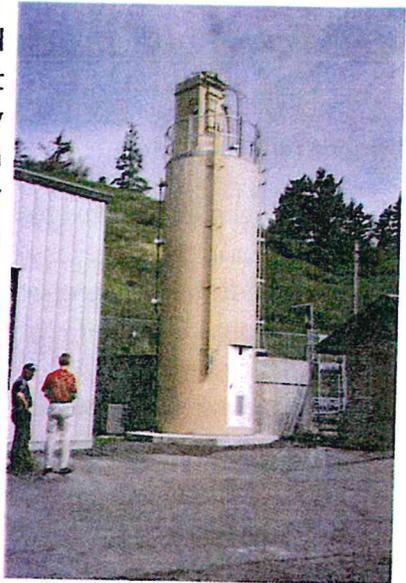
# CLASS A BIOSOLIDS TREATMENT

**Client:** City of Sequim  
**Funding:** City  
**Contact:** Pete Tjemsland, Utilities Supervisor, 360.683.4908  
**Gray & Osborne, Inc.:** Planning, Permitting, Design, and Construction Management Services



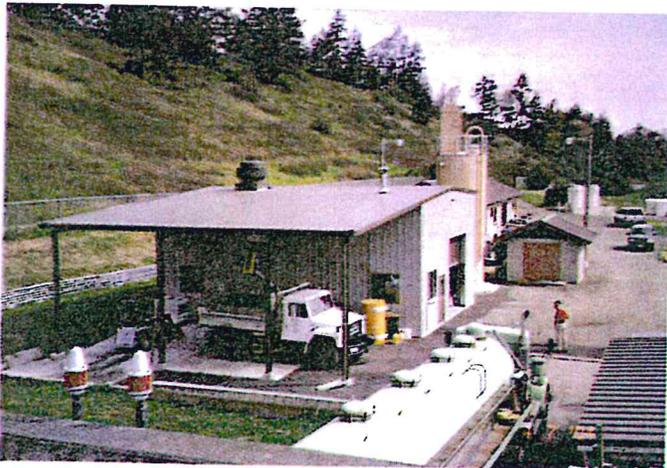
FKC Rotary Screen

The City of Sequim converted to Class A biosolids treatment utilizing an FKC heated screw press and lime treatment in 2003. Previously, aerobically digested liquid Class B sludge was hauled to Jefferson County for land application. The new biosolids treatment facility includes a lime silo, biosolids feed pump, biosolids recirculation pump,



Lime Silo and Lime Sludge Mix Tank

flocculation tank, FKC rotary screen thickener, FKC steam-heated screw press, biosolids conveyor, and a new building. An existing tank was converted into a lime-sludge mix tank. The existing digestion tanks were converted to sludge and recycle stream holding tanks. "Exceptional Quality" (EQ) biosolids are now hauled with a dump truck and used as a fertilizer at several locations, including on City land and on DOT property adjacent to Highway 101. Construction cost was \$800,000.



Class A Biosolids Treatment Facilities

# WASTEWATER TREATMENT FACILITY IMPROVEMENTS

<b>Client:</b>	City of Westport
<b>Funding:</b>	Washington State Department of Ecology Centennial Clean Water Fund Loan/Grant
<b>Contact:</b>	Randy Lewis, City Administrator, 360.268.0131
<b>Cost:</b>	Design and Construction Engineering – \$52,625; Bid Price – \$1,676,454
<b>Gray &amp; Osborne, Inc.:</b>	Design and Construction Management Services

The Wastewater Treatment Facility Improvements project consisted of several upgrades to the existing treatment facility.

- Construct a splitter box to split flow of mixed liquor between clarifiers
- Install a redundant aeration system in the oxidation ditches consisting of fine-bubble diffusers and submersible mixers
- Construct new bioselectors in the existing oxidation ditches with coarse-bubble aeration
- Construct a splitter box at the headworks to split flows between the oxidation ditches
- Install a new ultraviolet disinfection system
- Upgrade the effluent pump station
- Construct a 5,500-square-foot fabric-covered composting building
- Install a new composting container



## Team Members

John Wilson, P.E., Project Manager  
Harvey Doty, P.E., Design Engineer  
Frank Chung, P.E., Mechanical Engineer  
Chris Fortier, P.E., Mechanical Engineer  
Glenn Malubay, P.E., Structural Design  
John Gallucci, P.E., Electrical Engineer  
Jason Newquist, P.E., Electrical Engineer



# BIOSOLIDS MANAGEMENT AND DISPOSAL PROJECTS

Gray & Osborne has been responsible for the planning, permitting, design, and construction management of several biosolids management and disposal projects. Projects have included: reclaiming a sewage lagoon site and restoring it to pasture land; sludge utilization studies; and dredging and land application of biosolids from treatment lagoons.

Client	Project Description
City of Ephrata	Biosolids removal and transport project
Kittitas County Water District #2	Biosolids removal and utilization project
Lake Stevens Sewer District	Biosolids removal from lagoon
City of Mossyrock	Biosolids utilization study
Cities of Raymond & South Bend	Biosolids removal from lagoon
City of Royal City	Biosolids removal from lagoon
City of Sequim	Class A biosolids treatment project
City of Toledo	Biosolids permitting study
Washington Department of Social and Health Services, Maple Lane School	Biosolids removal from lagoon



Lagoon Dredging – Lake Stevens Sewer District



Lagoon Decommissioning – Kittitas County Water District 2 (Ronald)



## REFERENCES

<b>Client</b>	<b>Contact</b>	<b>Telephone</b>
City of Bingen	Jan Brending, City Administrator	509.493.2122
City of Bridgeport	Stuart Dezelle, Public Works Director	509.686.4041
City of Burlington	Bob Van Sickle, WWTP Operations Foreman	360.757.4085
City of Camas	Jim Hodges, Engineering Project Manager	360.817.1561
Town of Cathlamet	Duncan Cruikshank, Public Works Supt.	360.795.8032
City of Granite Falls	Brent Kirk, City Manager	360.691.6441
City of Ilwaco	Mike Cassinelli, Mayor	360.642.3145
City of Kalama	Kelly Rasmussen, Public Works Superintendent	360.673.3706
Lake Stevens Sewer District	Michael Bowers, P.E., M.S.E., General Manager	425.334.8588
Mason County Utilities/Waste Management	Tom Moore, Assistant Director	360.427.9670
City of Milton	Glen Baker, Utilities/Road Superintendent	253.517.2736
City of Puyallup	Rob Andreotti, Public Works Director	253.841.5513
City of Ridgefield	Bryan Kast, P.E. City Engineer	360.887.8251
City of Sequim	Pete Tjemsland, Utilities Supervisor	360.683.4908
City of South Bend	Dennis Houk, City Supervisor	360.875.5571
City of Sumner	Bill Pugh, P.E., Public Works Director	253.299.5701
City of Toledo	Michelle Whitten, City Clerk	360.864.4564
City of Westport	Kevin Goodrich, Public Works Director	360.268.0131

**TAB — H**





**CITY COUNCIL  
AGENDA BILL  
AB 17-15**

**Meeting Date: March 6, 2017**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT:</b> <i>Fencing Contract with Bear Power for Stanley Field</i>		<i>Originator:</i>
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	DG
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	<b>COST:</b> 64,369.62	Water/Wastewater Supervisor
	Other:	

**SUMMARY STATEMENT:** The fencing contractor that was the low bid was unable to deliver the fence in a timely manner. Bear Power was the second lowest bid, and can complete the fence on time.

**RECOMMENDED ACTION:** *Approve the contract with Bear Power*



# BEAR POWER

P.O. Box 371

Iiwaco, WA 98624

Phone/Fax (360) 642-3347

WA Contr. Lic. # BearP\*\*035DC OR Lic. 170030

Over  
25 Years  
Experience

FENCING: Chain Link • Wood  
Residential - Commercial - Industrial

Cost 59,601.50  
 Permit 0  
 Tax 4,768.12  
 TOTAL 64,369.62  
 Down Payment 12,873.92 (20%)  
 Terms Net 10 days

Name City of Long Beach  
 Street 700 Washington North  
 City, Street & Zip Code Long Beach Wa.

Phone 642-4421 Day 783-2850 Mike 2/27/17  
 Job Name Stanley Field  
 Job Location 700 Washington North

Height	_____
O.A. Length	_____
Gates	_____
Gates.....	<input type="checkbox"/>
Chain Link.....	<input type="checkbox"/>
Slat.....	<input type="checkbox"/>
Vinyl.....	<input type="checkbox"/>
11 Ga.....	<input type="checkbox"/>
9 Ga.....	<input type="checkbox"/>
11 1/2 Ga.....	<input type="checkbox"/>
Top Rail.....	<input type="checkbox"/>
1 3/8".....	<input type="checkbox"/>
1 5/8".....	<input type="checkbox"/>
Post O.D.	Line Term Gate
Type	
Clearing By	
Customer.....	<input type="checkbox"/>
BP.....	<input type="checkbox"/>
Fence To:	
Follow Contour.....	<input type="checkbox"/>
Straight.....	<input type="checkbox"/>
Special Tools	

WE PROPOSE TO All Sch 40 Galvanized Pipe to be used.  
All 9ga fabric to be used. Fabric is Galvanized.  
No Black fabric; ~~no~~ No temporary fencing included.

<u>8' = 37,158.68</u>
<u>5' = 8,299.17</u>
<u>Backstop = 14,143.65</u>
<u>As proposed on C3A Fencing Plan</u>
<u>AS proposed on C10 Construction Details</u>
<u>Curran + McLeod Inc will survey &amp; plan <del>point</del></u>
<u>point all corner &amp; end posts at no cost to</u>
<u>Bear Power</u>
<u>City of Long Beach will negotiate costs of foul poles</u>
<u>installation if required.</u>
<u>This contract shall meet/exceed the approval</u>
<u>submitted from Interstate Fencing.</u>

APPROVAL SHOULD BE OBTAINED BY CUSTOMER IF ATTACHMENT IS TO BE MADE TO NEIGHBOR'S FENCE  
 YOU THE OWNER, OR AGENT, ARE RESPONSIBLE FOR A CLEARED AND STAKED PROPERTY LINE. Furnish locations and character of any underground wires, pipes, sewers, conduits or obstructions which might interfere with or be damaged by BEAR POWER or be the cause of injury or damage. This contract does not include any Grading, Surveying, nor the removal of any fence or shrubs unless specified in the above proposal. In the event fence lines are NOT PREPARED, a \$75.00 trip fee will be charged to the customer's account. If payment is not made as set forth above, SERVICE CHARGES shall be added to the unpaid balance and shall be computed by a single periodic rate of 1-1/2% per month which is an annual percentage rate of 18% per annum. If services of an attorney are required for collection, all such fees will be added to the purchasers account.

ACCEPTANCE OF PROPOSAL:  
 The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.  
 PROPOSAL VALID FOR 30 DAYS FROM DATE SIGNED.

BEAR POWER  
 BY Bryan J. Almon

BUYER [Signature]  
 DATE SIGNED 2/27/16

**TAB - I**





**CITY COUNCIL  
AGENDA BILL  
AB 17-16**

**Meeting Date: March 6, 2017**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT:</b> Task Force EMS agreement update	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	<b>COST:</b> N/A	Water/Wastewater Supervisor
	Other:	

**SUMMARY STATEMENT:** The city is a member of Task Force EMS along with Ilwaco and Chinook Fire. Each entity has an interlocal agreement that forms "Task Force EMS" with the goal of providing effective, and cost conscious Emergency Medical Services to the people in their jurisdictions. The original contract has run out, and this is the replacement contract. The city council should do two things tonight:

1. Appoint a replacement for Councilman Caldwell to the EMS Task Force
2. Make a recommendation to approve or modify the attached contract

**RECOMMENDED ACTION:** *see above.*

# AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of March, 2017 by and between MEDIX Ambulance Service, Inc. hereinafter referred to as "MEDIX", and Task Force EMS, a board formed by Pacific County Fire District No. 2 (Chinook), the City of Ilwaco, and the City of Long Beach, of the State of Washington, hereinafter referred to as "TF EMS".

WHEREAS: MEDIX has served the members of Task Force EMS since January, 2007, while providing excellent service; and,

WHEREAS: TF EMS is committed to protecting the health, welfare, and safety of their shared communities; and,

WHEREAS: MEDIX represents that it is able and willing to provide ambulance services in compliance with the criteria set out in state and local regulations governing Emergency Medical Services; and

WHEREAS: TF EMS believes MEDIX is best suited to provide Emergency Medical Services based on cost of service, quality of service, and levels of service; and,

WHEREAS: TF EMS and MEDIX wish to enter into an Agreement that establishes TF EMS support for the application of MEDIX to provide Emergency Medical Services to South Pacific County and sets expectations for said services; now therefore

IN CONSIDERATION OF THE covenants terms and conditions set out herein the parties agree as follows:

1. TF EMS will support tile application of MEDIX Ambulance to be listed as a service provider for ALS and BLS levels of service within the coverage area identified in this agreement. Hereinafter, TF EMS agrees that it shall not support the application of any other provider to provide such services during the term of this agreement.
2. MEDIX shall provide ambulance services to the residents of TF EMS to the levels and standards set out in this agreement and in the Southwest Region EMS and Trauma Care Plan as it exists now or as hereinafter amended.
3. Should the requirements of this agreement, the requirements of the Southwest Region EMS and Trauma Care Plan, and/or the requirements of the State of Washington conflict, the more restrictive provisions shall govern.
4. MEDIX shall meet State mandated response times (as amended) for all responses. Additionally, MEDIX shall meet tile specific response times agreed upon between TF EMS and MEDIX at least 90% of the time. Specific response times will be included as Appendix B to the agreement.
5. MEDIX shall provide staffing and equipment at the following minimum levels:
  - a. One Washington State Certified Paramedic and EMT per ambulance.

- b. A minimum of one on site ambulance with personnel on a 24 hour basis located within the service area.
  - c. Adequate personnel and equipment required to achieve and maintain minimum response times.
  - d. MEDIX shall recognize and consider the significantly increased number of visitors to the area generated during summer months and the various festivals and other tourist related events that routinely occur in the area and provide staff and equipment accordingly.
6. MEDIX shall comply with the provision of Chapter 18.73 of the Revised Code of the State of Washington (RCW) for Emergency Medical Care and Transportation Services.
7. TF EMS shall provide training to volunteers to maintain the volunteer's initial level of certification and meet State required standards. At the discretion of TF EMS, TF EMS may designate MEDIX to provide training to volunteers to maintain the volunteer's initial level of certification and meet State required standards in the same manner as primary staff. At MEDIX sole discretion they may train volunteers at higher levels.
8. MEDIX shall charge the rates shown at Appendix A. Said rates may be increased annually by not more than the percentage of change reflected in the October to October data reported by the U.S. Department of Labor Bureau of Labor Statistics for Consumer Price Index-All Urban Consumers, not seasonally adjusted, West urban, all items, base period 1982-84 = 100. Series ID CUUR0400SAO. Increases shall be effective January 1st each year. Should MEDIX desire to increase rates at a level higher than the CPI, said increase shall be negotiated between the parties and must be supported by actual cost increases documented by MEDIX.
9. Coverage area shall include the jurisdictional boundaries of Pacific County Fire District No.2, the City of Long Beach and City of Ilwaco. If during the term of this agreement boundaries change through annexation or contracts with other agencies, the new area will be addressed by jointly revising Appendix B to reflect the increased service area.
10. MEDIX shall increase the coverage area to include all areas of South Pacific County not contained in the Pacific County Fire District No.1 or Pacific County Fire District No.4 (Naselle) upon thirty days written notice by TF EMS. Upon receipt of such notice MEDIX and TF EMS shall jointly revise Appendix B to reflect the increased service area.
11. MEDIX shall obtain and maintain all required Washington State Licenses and Certifications to provide ALS and BLS services.
12. TF EMS and MEDIX shall work cooperatively with neighboring jurisdictions including Washington State Department of Transportation; WS Parks; Pacific County, and PCFD 1 to define the service area as needed to prevent lapse in service.
13. MEDIX will comply with NIMS protocols.

## 14. Indemnification / Hold Harmless

MEDIX shall defend, indemnify and hold the TF EMS, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the MEDIX in performance of this Agreement, except for injuries and damages caused by the sole negligence of the TF EMS.

It is further specifically and expressly understood that the indemnification provided herein constitutes MEDIX's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

### **A. Insurance Term**

MEDIX shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

### **B. No Limitation**

MEDIX's maintenance of insurance as required by the agreement shall not be construed to limit the liability of MEDIX to the coverage provided by such insurance, or otherwise limit the TF EMS's recourse to any remedy available at law or in equity.

### **C. Minimum Scope of Insurance**

MEDIX shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. TF EMS shall be named as an additional insured under MEDIX's Commercial General Liability insurance policy with respect to the work performed for TF EMS using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to MEDIX's profession.

### **D. Minimum Amounts of Insurance**

MEDIX shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$3,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
15. MEDIX will be working as an independent contractor for all purposes and will be responsible for any federal or state taxes applicable to services rendered by MEDIX. MEDIX shall provide TF EMS with satisfactory written proof of coverage under Washington's Workers' Compensation laws and unemployment insurance laws within seven (7) days of a request by TF EMS.
16. MEDIX acknowledges that it is aware and fully understands and shall fully comply with all applicable wage, hour and labor standards required by State or Federal law for this project.
17. Except for claims arising solely from the negligence of the TF EMS, its employees or its agents, MEDIX agrees to forever indemnify and hold the TF EMS harmless from and against all actions, suits, claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with MEDIX's activities under this Agreement, including any claims for attorney fees and costs.
18. MEDIX further agrees to defend TF EMS, its agents and employees against any such claims and to further reimburse TF EMS for its reasonable expenses, costs and attorney fees associated with defending any such claims, even though no suit or action is instituted.
19. Term: The term of this agreement shall run from January 1, 2017 to December 31, 2024, provided however that TF EMS may terminate this agreement upon MEDIX's failure to comply with the terms of the Southwest Region EMS and Trauma Care Plan, and as amended, provided the TF EMS first gives MEDIX a thirty (30) day written notice describing the failure and MEDIX has failed to remedy the failure within the thirty (30) day period following mailing of the Notice. Early termination of the agreement can also be achieved by written notice by either of the parties provided such notice is made at least twelve (12) months in advance unless both parties agree to terminate the agreement with less notice. This Agreement may be extended for an additional eight (8) year term for a total of fifteen (15) years upon a showing, to the satisfaction of the TF EMS Board.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement effective the date first set out above.

For:

Task Force EMS:

MEDIX Ambulance Service:

---

Chairman

---

J.D. Fuiten  
President

Task Force EMS  
C/O City of Long Beach  
P.O. Box 310  
Long Beach, W A 98631

Medix Ambulance Service  
2325 SE Dolphin Ave.  
Warrenton, OR 97146

**TAB - J**





**CITY COUNCIL  
AGENDA BILL  
AB 17-17**

**Meeting Date: March 6, 2017**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b>	<i>Originator:</i>		
EMD Contract Amendment	Mayor		
	City Council		
	City Administrator		
	City Attorney		
	City Clerk		
	City Engineer		
	Community Development Director	AS	
	Finance Director		
	Fire Chief		
	Police Chief		
	Streets/Parks/Drainage Supervisor		
	<b>COST:</b> N/A	Water/Wastewater Supervisor	
		Other:	

**SUMMARY STATEMENT:** Due to some recent developments the design/planning/permitting phase of the tsunami berm project is taking longer than originally expected. There the City requested an extension for one year, this extension has been approved by both FEMA and EMD. This amendment confirms the aforementioned contract term extension.

**RECOMMENDED ACTION:** *Authorize the City Administrator to execute the contract amendment for HMGP D16-003.*

**Washington State Military Department  
AMENDMENT**

1. SUB-GRANTEE NAME/ADDRESS: <b>City of Long Beach 115 Bolstad Avenue West P.O. Box 310 Long Beach, WA 98631-0310</b>		2. GRANT AGREEMENT NUMBER:  <b>D16-003</b>	3. AMENDMENT NUMBER:  <b>A</b>
4. SUB-GRANTEE CONTACT, NAME/PHONE/EMAIL: <b>Ariel Smith Director of Community Development (360) 642-4421 asmith@longbeachwa.gov</b>		5. DEPARTMENT CONTACT, NAME/PHONE/EMAIL: <b>Tim Cook State Hazard Mitigation Officer (253) 512-7072 tim.cook@mil.wa.gov</b>	
6. TIN or SSN: <b>91-6001455</b>	7. CATALOG OF FEDEAL DOMESTIC ASST. (CFDA) #: <b>97.039 (HMGP)</b>	8. FUNDING SOURCE NAME/AGREEMENT #: <b>FEMA-4056-DR-WA-20-R</b>	
9. FUNDING AUTHORITY: <b>Washington State Military Department (Department) and Federal Emergency Management Agency (FEMA)</b>			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: <b>Amend the grant agreement end date to March 5, 2018.</b>			
11. AMENDMENT TERMS AND CONDITIONS: 1. The overall grant agreement amount of \$449,500 remains <b>unchanged</b> . 2. See Attachment 1 for an amended Project Development Schedule			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-grantee acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUB-GRANTEE:	
_____ Signature Date Richard A. Woodruff, Contracts Administrator Washington State Military Department		_____ Signature Date David Glasson, City Administrator	
BOILERPLATE APPROVED AS TO FORM Brian E. Buchholz (signature on file) 1/28/2015 Assistant Attorney General		APPROVED AS TO FORM (if applicable):  _____ Signature Date Douglas E. Goelz, City Attorney	

Form Date: 10/27/00

**PROJECT DEVELOPMENT SCHEDULE**

Sub-Grantee: City of Long Beach  
 PROJECT TITLE: City of Long Beach Tsunami Safe Haven Berm – Phase 1

<b>DESCRIPTION OF ACTIVITY/TASK</b>	<b>SCHEDULED COMPLETION DATE</b>
Public Participation	Ongoing – March 5, 2018
Site Acquisition (see Task 3)	2 months required – April 30, 2017
Site Investigation (See Task 4)	2 months required – April 30, 2017
Permitting (See Tasks 2 & 4)	4 months required – June 30, 2017*
Engineering & Design (30% - See Task 5)	4 months required – June 30, 2017
Total Time Required to Complete Phase 1 of This Project: <u>12</u> months*	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	April 15, 2017; July 15, 2017; October 15, 2017; January 15, 2018; April 15, 2018

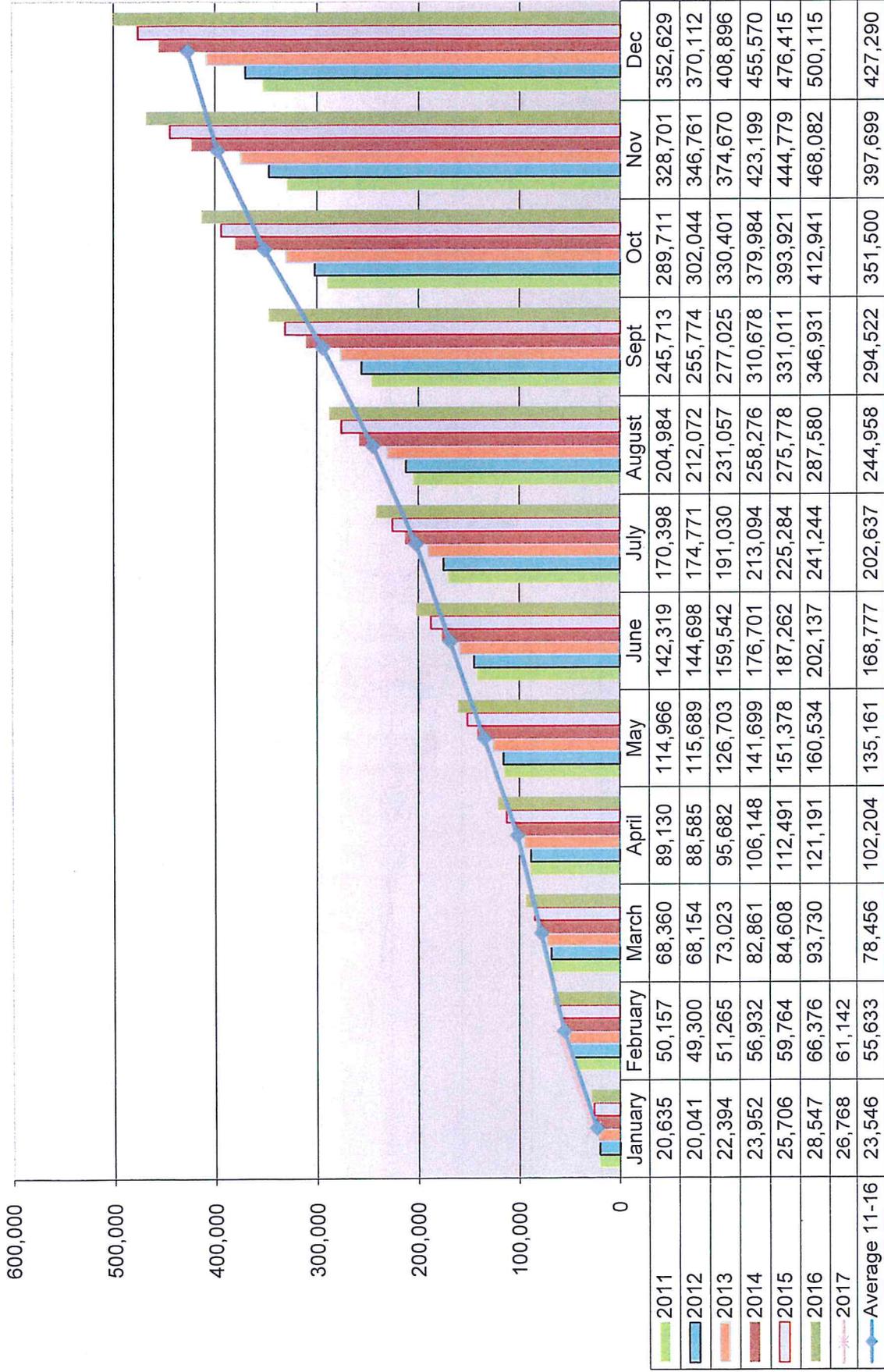
\* This schedule of this Phase 1 project is subject to the availability of regulatory permitting staff and the ability of regulatory agencies to process required permits in this timeframe. The City of Long Beach may require additional time to complete annotated tasks and will coordinate with WA EMD to assess the schedule on a quarterly basis to determine if a formal request for time extension needs to be submitted to FEMA.



**TAB – K**



# Sales Tax Collections





# ACHIEVEMENT

## AWC Certificate of Municipal Leadership

The Association of Washington Cities  
recognizes

*Mayor Jerry Phillips*

*City of Long Beach*

for the successful completion of AWC's Advanced  
Certificate of Municipal Leadership training program.

Presented 2/22/2017



Jim Restucci, AWC President





# Local Infrastructure Issue Brief

**Public Works loan repayments should be a permanent base to rebuild an infrastructure partnership, not a one-time shot in the arm to the operating budget.**

**Over the past several years,** the Washington State Legislature responded to the Great Recession and the Supreme Court McCleary decision by using dedicated infrastructure accounts to balance the state's operating budget.

City infrastructure systems are a critical part of a larger network that serves and benefits the entire state. Diversion from programs that support basic local infrastructure means that communities cannot affordably maintain and secure new infrastructure. We need to reboot, and potentially reformulate this partnership. Abandonment should not be the only option.

## Strong cities need:



**Provide stable and reliable infrastructure assistance** – This assistance must help cities overcome the financial challenges of building and repairing local infrastructure systems that support economic development and benefit the entire state.



**Proactive state partnership in key programs** – If the current programs are not workable, they need to be reformed. Cities can't do it alone.

## More details

City infrastructure systems are a critical part of the larger network that serves and benefits the entire state. City streets move traffic seamlessly from one place to another. Businesses relying on city water and sewer systems create a positive impact on the entire region. Cities take on major toxic cleanup efforts to enhance our communities and bring new economic development opportunities to the state.

Collectively, the strength of Washington's local infrastructure systems creates a stronger state, better positioned for continued economic recovery.

**Cities need the state to be a partner on local infrastructure**  
AWC is focused on maintaining and enhancing state infrastructure support because cities are:

- **Behind on the basics** – The core infrastructure systems such as streets, water, sewer and stormwater that residents and businesses depend on are aging.
- **Making tough choices** – Cities are forced to choose between funding basic city services like police and fire, and building and maintaining capital assets.
- **Struggling to accommodate a growing population** – The cities of today are building the infrastructure systems to support the next generation.

### All infrastructure assistance programs are important

In order to build essential infrastructure systems, cities rely on state and federal assistance. Assistance programs include the Public Works Assistance Account, toxic cleanup accounts, Centennial Clean Water fund, and federal revolving funds. However, diversion from these programs that support basic local infrastructure leaves communities unable to affordably maintain and secure new infrastructure. For example, continued erosion of the toxic cleanup accounts as a general fund piggy bank is now endangering core projects.

### User fees cannot always cover capital needs

Utility systems are operated as enterprise funds, meaning they are intended to be self-supporting through user fees. However, well-structured fees cannot always cover capital needs. Reasons include:

- It is very difficult for cities to anticipate future mandates and plan for those through reserve funds. Meeting continually strengthening environmental regulations costs money.
- Smaller communities have special challenges because they lack economies of scale, and rates can exceed their residents' ability to pay for multi-million dollar facilities. Some small communities are blazing past \$200/month utility bills, while needs still have not been met.
- Infrastructure costs have outpaced inflation and are only increasing.

[more details on back](#)

## Contact:

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**Dave Catterson**  
Gov. Relations Analyst  
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# Basic Law Enforcement Academy Issue Brief

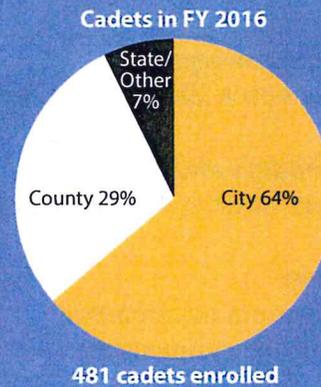
## Local governments fund law enforcement training

Washington is a national pioneer in centralized, state-mandated law enforcement training. To pay for the basic training of police officers, a portion of city traffic ticket revenue is sent to the state – \$22.2 million in fiscal year 2016. Agencies are facing a wave of retirements; 17% of officers are eligible for retirement today with an additional 5% becoming eligible in the next three years. Law enforcement training must be prioritized and the Legislature should support increased class funding for the Basic Law Enforcement Academy.



## Strong cities need:

- Increased funding in the 2017 supplemental budget to cover eight additional classes
- 18 classes each fiscal year in the 2017-19 budget



## More details

### Why was the Criminal Justice Training Commission created?

In the early 1970s, numerous basic law enforcement trainings were being held around the state – independently taught without standardized curriculum. In response, the Washington Legislature established the Washington State Criminal Justice Training Commission (CJTC), to provide standardized, mandatory training for law enforcement agencies statewide. Washington was the first state in the nation to provide mandated law enforcement training through the Basic Law Enforcement Academy (BLEA).

### How much money do locals send to the PSEA?

With PSEA's elimination, it is much more difficult to track the funds. However, cities and counties sent the state's general fund more than \$22.2 million in traffic ticket revenue in FY 2016. It costs the CJTC \$5.3 million dollars per year to provide mandated training to local law enforcement.

### How much are cities being asked to pay?

For more than 30 years, the traffic ticket revenue sent from local police to the state was used to cover the full cost of training local law enforcement officers, as agreed to when the training mandate was established. The state now requires local governments to pay 25% of the BLEA cost - \$3,187 per cadet trained.

### How is the Basic Law Enforcement Academy funded?

To pay for the mandated training, Washington State and local governments agreed that the training would be funded through an added percentage to every traffic ticket written by local law enforcement. In 1984, the state created a special account – the Public Safety and Education Account (PSEA) – where funds were placed to pay for BLEA and other public safety uses. In 2009, the state eliminated the PSEA account and began depositing the dedicated traffic ticket revenue into the general fund. As a result, the funding for BLEA and the CJTC was shifted to the general fund.

## Contact:

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**Logan Bahr**  
Gov. Relations Analyst  
loganb@awcnet.org



# Parks - Streets - Storm Water Feb Monthly Report

## *Monthly*

Safety Meetings

## *Bi-Monthly*

Staff Meetings

## *Fridays*

### *Street sweeping*

Backpack Blowing of sidewalks and brick parks

## *Mondays and Fridays*

Boardwalk and dune trail maintenance

## *Daily*

Restroom maintenance

Garbage maintenance

1. Repaired the discovery trail bridge it was damaged by high surf
2. Installed curb stops for charging station
3. Street light repair 2<sup>nd</sup> and Pacific
4. Replaced burnt out lights on the boardwalk
5. Installed catch basin 8<sup>th</sup> st and Stanley field
6. Benches and shelving in dugouts Stanley field
7. Replaced decorative stop sign pole Sid Synder and Blvd
8. Built 6 new picnic tables for Stanley field
9. Removed tree that was across the street at 18<sup>th</sup> no and Blvd
10. Poured walkway to batting cage Stanley field
11. Installed new roof on storage shed
12. Pressure washing brick walkways and sidewalks

- 13 Training – Kitzman Zuern attended 3 day conference in Yakima
13. Training- utility crew 1 day Asbestos and confined space class
14. Playground Inspection
15. Filled pot holes and leveled the end of Bolstad approach
16. Cold patched city streets
17. Culbertson softball and baseball field maintance

