



AGENDA – Monday, April 1, 2019

6:30 p.m. Workshop

7:00 p.m. City Council Meeting
Long Beach City Hall
115 Bolstad Avenue West

6:30 WORKSHOP

WS 19-08	City Recreation Land – TAB A
WS 19-09	OBSD Resource Officer – 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 McGuire,
And roll call	Council Member Murry, Council Member Cline & Council Member Kemmer.

PUBLIC COMMENT

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

CONSENT AGENDA – TAB C

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

- Minutes, March 18, 2019 City Council Meeting
- Payment Approval List for Warrant Resisters 58501-58528 & 84927-84986 for \$163,709.00

BUSINESS

- **AB 19-16 – Resolution 2019-01 Amending the Council Rules and Procedures - TAB D**
- **AB 19-17 – DOE Funding Agreement Amendment – TAB E**
- **AB 19-18 – Culbertson Park Playground Equipment Purchase – TAB F**
- **AB 19-19 – Washington State Patrol General Services Agreement - TAB G**

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB H

- **Reusable Bag Campaign Update**
- **2019 Small City Connector Meetings**
- **Sales Tax Collections**
- **Lodging Tax Collections**

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop.
April 15, 2019, May 6, 2019 & May 20, 2019

ADJOURNMENT

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, contact the City Clerk at (360) 642-4421 or advise City Administrator at the meeting.

TAB - A



**CITY COUNCIL
WORKSHOP BILL**

WS 19-08

Meeting Date: April 1, 2019

AGENDA ITEM INFORMATION		
SUBJECT: Inventory of City Owned Recreational Lands		<i>Originator:</i>
	Mayor	JP
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	
SUMMARY STATEMENT: Included with this workshop bill is a map showing the city-owned recreational lands. The purpose of this workshop is to discuss those properties and possibilities for future use.		

Workshops are public meetings with the purpose of allowing the City Council to discuss topics. No formal decisions are made at workshops. While almost every meeting when a majority of the city council is present is considered a public meeting, that doesn't necessitate the Council allowing public comment. If the Mayor and Council request more information or clarification they may seek input from the audience.

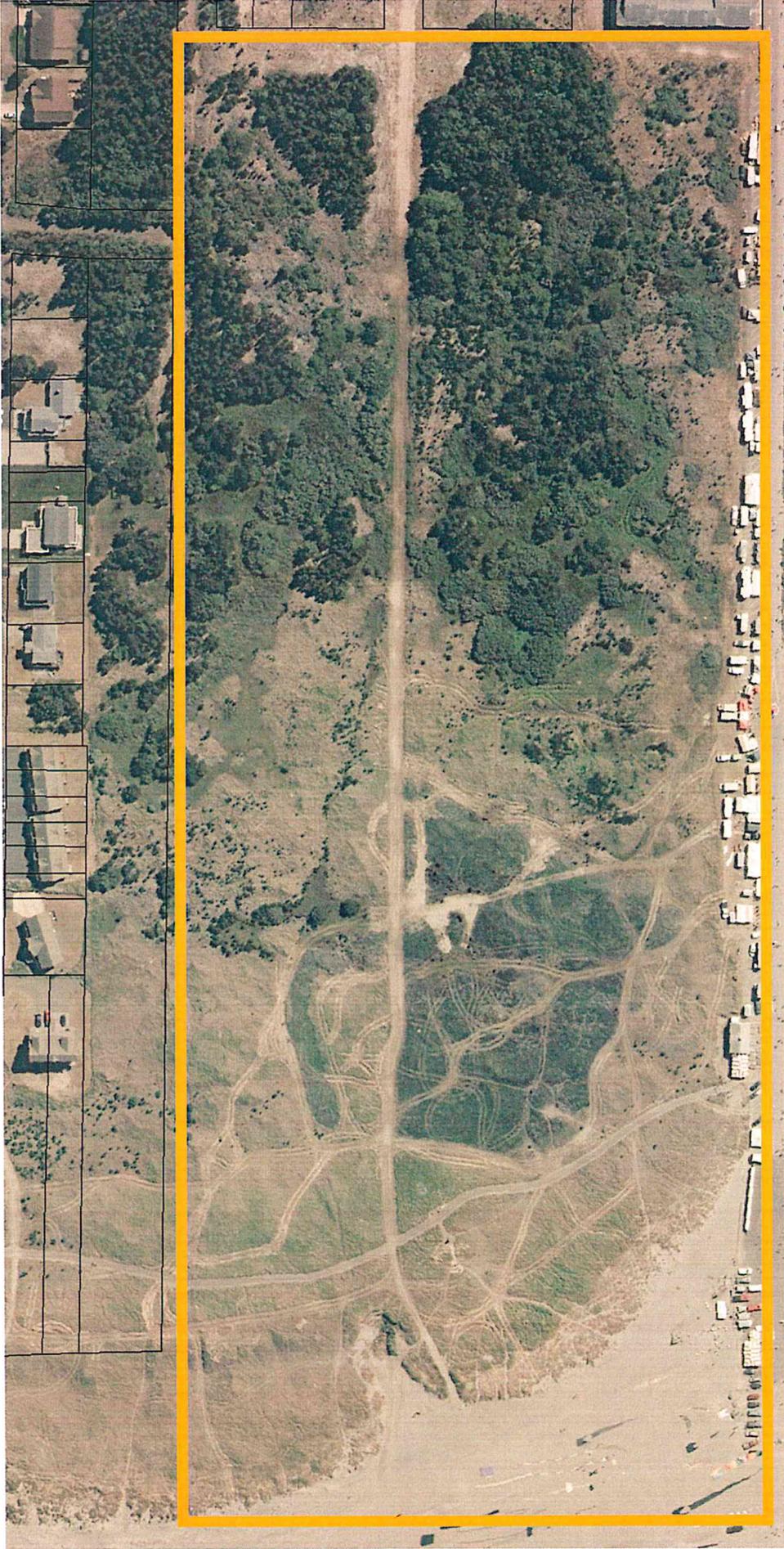


Bolstad South

1889 Line to Mean High Tide

Bolstad to 5th South

29 Acres



Bolstad North

1889 Line to Mean High Tide

Bolstad to 4th North

+/- 26 Acres



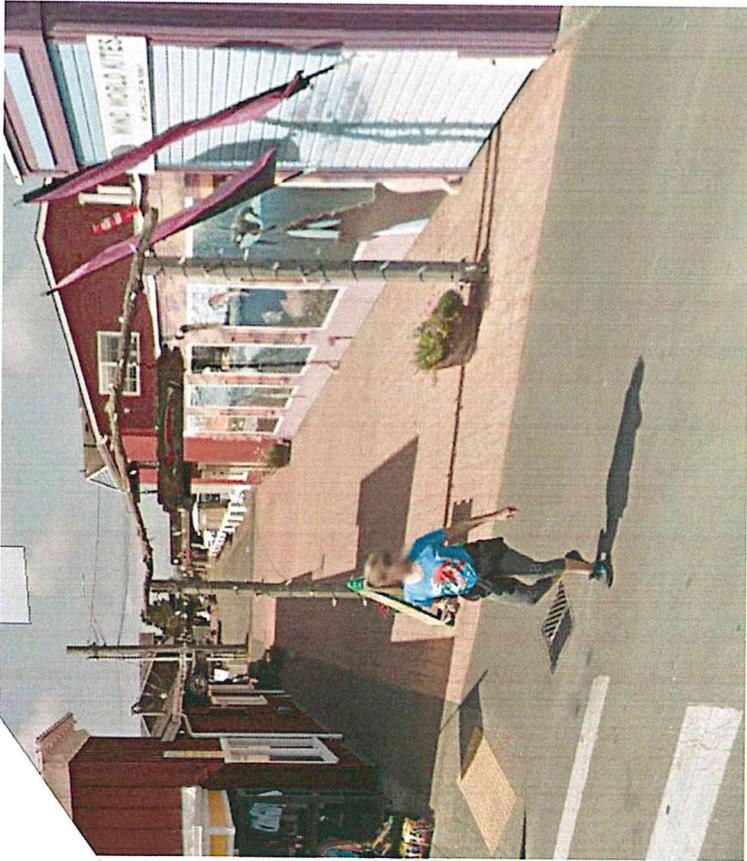
North Dune Park
1889 Line to Mean High Tide
8th North to 14th North
+/- 70 Acres



Park

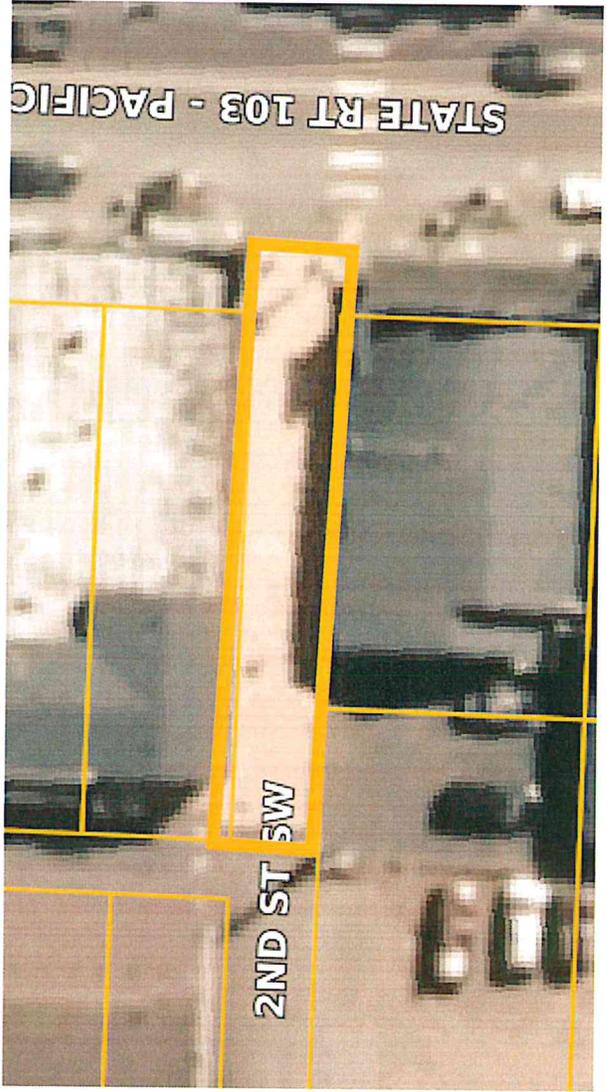
Donated lot between 17th
and 18th North, from
Ocean Beach to Pacific

.08 Acres



Fish Alley
2nd Street South, from
Ocean Beach to Pacific

.16' X 100'



TAB - B



**CITY COUNCIL
WORKSHOP BILL**

WS 19-09

Meeting Date: April 1, 2019

AGENDA ITEM INFORMATION		
SUBJECT: OBSD Resource Officer	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: approximately \$33,000 per year.	Water/Wastewater Supervisor	
<p>SUMMARY STATEMENT: Included in the proposed OBSD levy is money for an officer to be placed at the middle school and high school. The school district can only pay for the officer during the school year (75%) and has approached the city to pay for the other 25%. This workshop will discuss the possible fiscal impacts of an additional part-time officer.</p>		

Workshops are public meetings with the purpose of allowing the City Council to discuss topics. No formal decisions are made at workshops. While almost every meeting when a majority of the city council is present is considered a public meeting, that doesn't necessitate the Council allowing public comment. If the Mayor and Council request more information or clarification they may seek input from the audience.

POLICE RESOURCE OFFICER COST FOR YEAR 1

HIRING ITEMS FOR POLIC	Year 1			Year 2			Year 3			COMMENTS
	COSTS	SCHOOL	CITY	COSTS	SCHOOL	CITY	COSTS	SCHOOL	CITY	
Recruitment Activities: adve Initial Cost: Testing, Physical testing, Back ground check, Polygraph, Medical exam, Psychological Exam	\$ 1,000	\$ 750	\$ 250							Testing = \$00.00; Physical testing = \$00.00; Back ground check = \$00.00, Polygraph = \$250.00; Medical exam = \$150.00; Psychological Exam = \$350.00
Academy Salary & Benefits while in Academy	\$ 750	\$ 563	\$ 188							\$3,300.00 according to 2013 figures
Provisional While in Academy?	\$ 3,300	\$ 2,475	\$ 825							
	\$ 84,000	\$ 63,000	\$ 21,000	\$ 89,000	\$ 66,750	\$ 22,250	\$ 94,000	\$ 70,500	\$ 23,500	-\$84k to \$110k range
Uniform/Equipment	\$ 4,491	\$ 3,368	\$ 1,123							Name TAge; Pants;Shirts; Patches; Boots; Coat;Ballistic Vest; Radio; Weapon; Taser; Duty gear; Total est;\$4,491.00
Police Vehicle	\$ 48,000		\$ 48,000							
Vacation: over-time; comp; \$	Included in Salary above			Included in Salary above			Included in Salary above			
Annual Qualifications										
Reoccurring Training/specialized Training										
1 year probation Period (How Accomplished)										
Specific Training for the duties of a Resource Officer										
Summer Cost Breakdown - LB/ Ilwaco										Will Ilwaco pull same percent?
Holidays & Spring Breaks										Work for us / vacation time off
Bill after for actual or Contract	\$ 141,541	\$ 70,156	\$ 71,385	\$ 89,000	\$ 66,750	\$ 22,250	\$ 94,000	\$ 70,500	\$ 23,500	DG prefer contract up front

Total School \$ 207,406
 Total LB \$ 117,135
 \$ 324,541 \$ 81,135

82,500 247,500

TAB - C

LONG BEACH CITY COUNCIL MEETING

March 18, 2019

6:300 COUNCIL WORKSHOP

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

WS 19-06- Culbertson Park Playground Equipment

- Ariel Smith, Community Development Director, presented the workshop bill.
-RCO has awarded the City of Long Beach a grant to make upgrades to Culbertson Park, including making it ADA accessible. The idea was to have the paved pathway lead to an ADA accessible play structure. Due to the restrictions on the RCO grant, playground equipment couldn't be included in the project. The city has applied for a Templin Foundation grant to cover a portion of the cost. This workshop is to discuss options surrounding this purchase.
- **No decisions or motions were made at this time.**

WS 19-07- Bolstad Restroom Discussion

- David Glasson, City Administrator, presented the workshop bill.
- -The restroom bids have come in over budget. Staff had some preliminary discussions with the low bidder and architect about ways to save money on the project Value Engineering. Staff has also looked at other options to lower the cost to place new restrooms on the approach. Included pages examine the options, trade-offs, potential savings and funding opportunities.
- **No decisions or motions were made at this time.**
- The Mayor adjourned the workshop at 7:00 p.m.

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

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

ROLL CALL

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

PUBLIC COMMENT

No comments

CONSENT AGENDA

Minutes, March 4, 2019 City Council Meeting

Payment Approval List for Warrant Registers 58464-58500 & 84841-84926 for \$272,547.35

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

BUSINESS

AB 19-15– Merchants Fireworks

C. Linhart made the motion to walk on agenda item AB 19-15. C. Cline seconded the motion; 5 Ayes; motion passed.

Ariel Smith, Community Development Director, presented the Agenda Bill. This year, the city staff will get all of the necessary permits as long as:

1. The Merchants raise the full \$20,000 for this year's show.
2. Next year the Merchants will be responsible for getting all of permits required for the show.
3. Next year, the Merchants will be responsible for raising the full cost of the fireworks show.

C. Linhart made the motion to conditionally approve AB 19-15 with the conditions identified by staff. C. McGuire seconded the motion; 3 Ayes; 2 Nays (C. Murry & C. Kemmer), motion passed.

AB 19-11– Oman Final Plat for Nine Square Townhomes FP 2017-01

Ariel Smith, Community Development Director, presented the Agenda Bill. On March 30, 2017 the Long Beach Hearing Examiner conditionally approved a Preliminary Plat for Steve Oman. The Applicant is asking that the 10-lot final plat be approved. Attached is a memo describing the final plat approval process. In essence, if the final plat meets the conditions set forth in the approval of the preliminary plat as well as several statutory requirements, the additional conditions may be attached. Staff has reviewed the plat, site conditions, the conditions of the prior approval, and the statutory requirements and finds that the final plat meets all requirements.

C. Linhart made the motion to approve the Final Plat for Nine Square Townhomes. C. Murry seconded the motion; 5 Ayes, motion passed.

AB 19-12– Bolstad Restrooms Bid Award

Ariel Smith, Community Development Director, presented the Agenda Bill. The bid for the Bolstad Restrooms project closed on Friday, March 1st at 4pm. The award recommendation will be presented during Monday's workshop prior to the regular meeting. The council can:

- a) Award the bid to lowest bidder as is;
- b) Award the bid to the lowest bidder and authorize staff to use Value Engineering to get the best product for the lowest price.
- c) Table this Agenda Bill
- d) Reject any and all bids

C. Linhart made the motion to reject all of the bids. C. McGuire seconded the motion; 5 Ayes, motion passed.

AB 19-13– Ordinance 966- Amending Trolley Uses

Ariel Smith, Community Development Director, presented the Agenda Bill. This amendment would make it so all users of the trolley have to pay the same fee and add the city as an additional insured. It also prevents the user from trying to supply their own driver. This amendment was recommended by the Tourism and Events Coordinator.

C. Linhart made the motion to adopt Ordinance 966. C. Murry seconded the motion; 5 Ayes, motion passed.

AB 19-14– Ocean Beach School District –Levy Information

Ariel Smith, Community Development Director, presented the Agenda Bill. Superintendent Scott Fenter will present the upcoming levy request to the council and public.

No actions recommended.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- 2019 WellCity Award
- Certificate of Completion for Asbestos Supervisor Training for Michael Kitzman
- Certificate of Completion for Asbestos Supervisor Training for Donald Zuern
- Police Chief’s Report for February 2019
- Parks, Streets & Stormwater Report for February 2019
- Wastewater Department Report for February 2019
- Water Department Report for February 2019
- Charging Station Statistics for 2019
- TsunamiReady/StormReady Renewal for the City of Long Beach

ADJOURNMENT

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

Mayor

ATTEST:

City Clerk



Warrant Register

Check Period: 2019 - March - 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.

Number	Name	Print Date	Clearing Date	Amount
58501	Bell, Helen S	3/20/2019		\$303.06
58502	Binton, Jacob	3/20/2019		\$1,715.12
58503	Booi, Kristopher A	3/20/2019		\$1,625.85
58504	Cox, Mallory E	3/20/2019		\$257.71
58505	Eastham, Miranda L	3/20/2019		\$1,936.91
58506	Gilbertson, Bradley K	3/20/2019		\$1,546.44
58507	Goulter, John R.	3/20/2019		\$1,646.33
58508	Huff, Timothy M.	3/20/2019		\$1,661.18
58509	Kemmer, Larry L	3/20/2019		\$1,495.99
58510	Luehe, Paul J	3/20/2019		\$1,585.00
58511	Miller, Matt W	3/20/2019		\$1,552.44
58512	Mortenson, Tim	3/20/2019		\$2,040.90
58513	Padgett, Timothy J	3/20/2019		\$1,603.70
58514	Persell, Whitney J	3/20/2019		\$1,156.93
58515	Wood, Matthew T	3/20/2019		\$1,733.92
58516	Wright, Flint R	3/20/2019		\$2,834.34
58517	Zuern, Donald D.	3/20/2019		\$2,285.63
58520	AFLAC	3/20/2019		\$472.93
58521	City of Long Beach - Fica	3/20/2019		\$12,452.26
58522	City of Long Beach - FW/H	3/20/2019		\$8,123.24
58523	Dept of Labor & Industries	3/20/2019		\$2,042.81
58524	Dept of Retirement Systems	3/20/2019		\$14,843.94
58525	Dept of Retirement Systems Def Comp	3/20/2019		\$2,876.00
58526	Employment Security Dept	3/20/2019		\$207.23
58527	Massmutual Retirement Services	3/20/2019		\$675.00
58528	Teamsters Local #58	3/20/2019		\$178.50
84927	Mortenson, Tim	3/18/2019		\$150.00
84928	Gray, Karen	3/18/2019		\$761.42
84929	Ostgaard, Loretta	3/18/2019		\$325.76

Council Member

Council Member

Council Member

Clerk/Treasurer

Number	Name	Print Date	Clearing Date	Amount
84930	Tangly Cottage Garden	3/20/2019		\$810.75
84931	Bonney, Matt	3/20/2019		\$385.30
84932	Kitzman, Mike	3/22/2019		\$307.04
84933	Postmaster	3/22/2019		\$262.50
84934	Pacific County Auditor	3/22/2019		\$37.00
84935	Total Battery & Auto	3/25/2019		\$536.44
84936	Zuern, Donald	3/25/2019		\$143.60
84937	Melings, Casey	3/26/2019		\$182.99
84938	Phillips, Jerry	3/26/2019		\$261.92
84939	Active Enterprises, Inc.	3/27/2019		\$442.19
84940	All Safe Mini Storage	3/27/2019		\$190.00
84941	Alpine Products Inc	3/27/2019		\$1,823.85
84942	ALS Group USA, Corp.	3/27/2019		\$25.00
84943	AlSCO-American Linen Div.	3/27/2019		\$51.96
84944	Astoria Janitor & Paper Supply	3/27/2019		\$1,097.44
84945	At&t Mobility	3/27/2019		\$25.67
84946	Backflow Management Inc	3/27/2019		\$1,502.50
84947	Bank of The Pacific	3/27/2019		\$9,738.67
84948	Cascade Columbia Distribution CO	3/27/2019		\$2,293.94
84949	CenturyLink	3/27/2019		\$1,555.95
84950	City of Long Beach	3/27/2019		\$1,301.02
84951	Department of Licensing - Firearms Section	3/27/2019		\$18.00
84952	Ellyson, Sue	3/27/2019		\$29.99
84953	Fire Extinguisher Service Ctr	3/27/2019		\$1,232.42
84954	Glasson, David	3/27/2019		\$52.20
84955	Global Environmental Products	3/27/2019		\$722.22
84956	Hach Company	3/27/2019		\$402.69
84957	Inspired Results	3/27/2019		\$126.34
84958	iSpyFire, Inc.	3/27/2019		\$540.50
84959	KEYBANK	3/27/2019		\$10,254.25
84960	Lawson Products, Inc.	3/27/2019		\$374.49
84961	Long Beach Commercial Security	3/27/2019		\$155.95
84962	Long Beach Merchants	3/27/2019		\$3,000.00
84963	MAC TOOLS	3/27/2019		\$487.33
84964	Myers, Ragan	3/27/2019		\$42.04
84965	North Central Laboratories	3/27/2019		\$1,842.40
84966	Pacific County Economic Development Council	3/27/2019		\$4,000.00
84967	Pacific Office Automation	3/27/2019		\$299.93
84968	PCE Pacific Inc.	3/27/2019		\$264.76
84969	Public Utility District 2	3/27/2019		\$10,701.86
84970	RDA Screenprinting	3/27/2019		\$1,000.00
84971	Rose City Sound	3/27/2019		\$850.00
84972	SDS Municipal Consulting LLC	3/27/2019		\$1,800.00
84973	Sea Western Fire	3/27/2019		\$1,480.57
84974	South Pacific County Technical	3/27/2019		\$5,000.00

Number	Name	Print Date	Clearing Date	Amount
84975	Standard Insurance Co.	3/27/2019		\$2,486.02
84976	TIAA Bank	3/27/2019		\$309.57
84977	Traffic Safety & Equipment Co. Inc.	3/27/2019		\$666.88
84978	Tse, Brian P	3/27/2019		\$415.00
84979	Unum Life Insurance	3/27/2019		\$39.90
84980	Usa Blue Book	3/27/2019		\$597.97
84981	Verizon Wireless	3/27/2019		\$628.93
84982	Wadsworth Electric	3/27/2019		\$1,558.41
84983	WASHINGTON FIRE CHIEFS	3/27/2019		\$440.00
84984	Wex Bank	3/27/2019		\$1,500.00
84985	Wilcox & Fiegel Oil Co.	3/27/2019		\$1,406.80
84986	Wirkkala Construction	3/27/2019		\$675.63
190325	Excise Tax	3/25/2019		\$15,239.68
	Total		Check	\$163,709.00
	Grand Total			\$163,709.00

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 19-16**

Meeting Date: April 1, 2019

AGENDA ITEM INFORMATION		
SUBJECT: <i>Resolution 2019-01 Amending the Council Rules and Procedures</i>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: N/A	Other:	

SUMMARY STATEMENT: *The Council held a workshop to discuss the possibilities of allowing Councilmembers to call or skype in to meetings. Limitations were stipulated during the workshop that have been incorporated into the draft Resolution language.*

RECOMMENDED ACTION: *Authorize/Amend/Deny the approval of Resolution 2019-01 amending the Council Rules and Procedures.*

RESOLUTION NO. 2019-01
A RESOLUTION AMENDING THE COUNCIL RULES, AND APPROVING THE
CITY'S GOVERNANCE POLICIES

WHEREAS, the City recognizes the value of well conducted meetings and guidelines of conduct; and

WHEREAS, the City now wishes to establish Council Rules to ensure such conduct;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Beach that:

Section 1 AUTHORITY

- 1.1 The city adopts the classification of non-charter code city operating under the mayor-council plan of government as set forth in Revised Code of Washington chapter 35A.12, endowed with all the applicable rights, powers, privileges, duties and obligations of non-charter code cities as set forth in Revised Code of Washington chapter 35A.12 as the same now exists; including, but not by way of limitation, those set forth in Revised Code of Washington chapter 35A.11; and further including any and all supplements, amendments or other modifications of Revised Code of Washington title 35A which may hereafter be enacted. (1988 Code § 1.08.010) The Council, by resolution, may adopt rules consistent with state law, to govern its meetings.
- 1.2 The rules adopted in this resolution shall be in effect upon their adoption by the council and until such time as they are amended, added to, deleted or replaced in the manner prescribed by these rules.
- 1.3 These rules apply equally to the Mayor and Councilors.
- 1.4 These rules are to be observed in addition to and may not be contradictory to the current City Ordinances.

Section 2 THE MAYOR AND COUNCIL

- 2.1 The Mayor and Council (hereafter, Council) are the policy making body of the City.
- 2.2 Councilors have no authority when acting as individuals to make decisions and/or create policy for the City. This Authority resides solely with the majority vote of the Council while in a regular or special City Council meeting. City Council decisions which are not unanimous are still the official policy of the City.

Section 3 COUNCIL MEETINGS

- 3.1 Regular meetings of the Council will be held the first and third Monday of each month at 7:00 p.m. and at such other additional dates and times as the Council shall determine. Unless otherwise provided, regular meetings shall be held at the Long Beach City Hall.
- 3.2 At the first regular City Council meeting in January following the election, the City Council shall select a Mayor Pro Tempore who will fill in for the Mayor when absent. This includes Council Meetings, ceremonial functions the Mayor would attend, other functions calling for the attendance of the Mayor and the signing of documents in the absence of the mayor. No other duties or responsibilities of the Mayor will be performed by the Mayor Pro Tempore.
- 3.3 Time and date of the regular Council meetings may be changed for special circumstances, to facilitate work sessions or in order to have a quorum of Councilors at the meeting. Regular meeting notice requirements must be followed.
- 3.4 Special meetings of the Council may be called at any time by the mayor or any three (3) members of the council by written notice delivered to each member of the council, the city clerk and the city administrator at least twenty four (24) hours before the time specified for the proposed meeting.
- 3.5 An emergency meeting of the Council is a Special Meeting which can be called when less than 24 hours notice can be given. The minutes need to state the nature of the emergency. Emergency meetings may be held by consent of a majority of councilors. An attempt must be made to notify the public or the press of the need for this emergency meeting. Only the emergency matter(s) giving rise to the need for an emergency meeting may be considered.
- 3.6 Workshop or Training meetings of the Council may be held at the convenience of the Council at a time when as many as possible can attend. These meetings may be held for Council goal setting, new Councilor training, or longer workshops for planning programs or projects. The Council may decide if public input is allowed at a workshop, or it may be held without opportunity for public input.
- 3.7 Executive sessions may be held by the Council pursuant to Washington State laws. Staff members may be permitted to attend. The City Administrator is required to attend.
- 3.8 Open Meetings: All council meetings shall be open to the public except as permitted by Revised Code of Washington chapter 42.30. No ordinance or resolution shall be passed, or contract let or entered into, or bill for the payment of money allowed at any meeting not open to the public, nor at any public meeting the date of which is not fixed by ordinance, resolution, or rule, unless public notice of such meeting has been given by such notice to each local newspaper of general circulation, as provided in Revised Code of Washington 42.30.080 as now or hereafter amended. (2007 Code)

- 3.9 Councilors should inform the Mayor, City Administrator, or City Administrative Staff if unable to attend any Council meeting. The Mayor will inform the Council Mayor Pro Tempore if unable to attend any Council meeting.
- 3.10 Only a majority of the Council shall determine an absence is unexcused. The absence of a member of the Council shall be recorded in the minutes as either excused or unexcused. [RCW 35A.12.060](#), which applies to mayor-council code cities which provides: "...a council position shall become vacant if the councilmember fails to attend three consecutive regular meetings of the council without being excused by the council."
- 3.11 Councilmembers may call or skype in when not able to attend the regular meeting. Councilmembers intending to call or skype in must give the City Administrator advanced notice of at least one business day so that accommodations can be made. This option can only be exercised up to three times in a calendar year for each Councilmember.

Section 4 AGENDA AND ORDER OF BUSINESS

- 4.1 An agenda for each regular Council meeting shall be prepared by the City Administrator. The Mayor may direct that a specific item(s) be included on the agenda. The City Council at a regular City Council meeting may by majority vote, direct that a specific item(s) be place on the next regular council meeting agenda. The City Administrator should be given enough time to do necessary research or prepare necessary reports to address the agenda items. Agendas and informational material should be distributed to the Council at least three (3) calendar days prior to the meeting.

- 4.2 The normal order of business for a regular Council meeting shall be as follows:

Although the normal order of business for a regular Council meeting usually follows the format as presented below, the agenda may be modified in order to allow for a more efficient meeting and to allow the public to participate and be aware of the decision rendered without undue delay. For example, an Ordinance may be moved for action immediately after the public hearing is held, rather than waiting for it to come up as an action item under administration.

- Open Regular Meeting with Call to Order, Pledge of Allegiance and Roll Call
- Public Comments
- Consent Calendar
- Business
- Oral Reports
- Correspondence and Written Reports
- Future City Council Meeting Schedule
- Adjournment

- Note – If required, an Executive Session can be placed on the City Council Agenda, but must be done prior to the meeting.

The Chair may consider agenda items out of order as he/she deems necessary to facilitate the efficient management of the agenda. A Council Member may request the Chair consider the same action for an agenda item.

Section 5 PROCEDURE FOR COUNCIL MEETINGS

- 5.1 The current edition of Robert's Rules of Order Revised shall be used as a general guide for conduct of Council meetings, except in those cases where specific provisions contrary to Robert's rules shall be necessary and approved by the Council.
- 5.2 The City Council agrees to be clear and simple in its procedures and considerations of decisions before it. The Council shall avoid invoking the finer points of parliamentary rules to obscure issues and arouse audience suspicion at public meetings.
- 5.3 Council Meetings shall be chaired by the Mayor, if present, if not; the Council Mayor Pro Tempore shall serve as Chair. If neither the Mayor nor the Council Mayor Pro Tempore is present, the City Administrator shall call the meeting to order and those Council members present shall elect a Chair pro tem for that meeting. At any meeting, the Chair may appoint another member of the Council to serve as Chair for part or all of the meeting.
- 5.4 Every Councilor desiring to speak should first address the Chair, and await recognition to obtain the floor. No persons other than members of the Council and the person having the floor shall enter into any discussion, either directly or through a member of the Council without the permission of the Chair.
- 5.5 No motion shall be debated, except by the maker, until it has been seconded and announced by the Presiding Officer.
- 5.6 Members of the public desiring to address the Mayor and Council shall first be recognized by the Chair and then state their name and address for the record. Each person shall have up to three (3) minutes to present their comments. Groups with like comments should choose a spokesperson who will present their joint remarks.
- 5.7 Councilors should refer people with questions or complaints to the City Administrator, explaining that if they are not satisfied with the results of that meeting, they should ask to be put on a council meeting agenda or present their issue during the public input portion at a future council meeting.

- 5.8 City Councilors, with the approval of the Chair, may respond to a public comment during the public open comment period. If necessary, response to public comment may be referred to the City Administrator for response at a subsequent time.
- 5.9 Remarks by members of the public shall be limited to the question then under discussion. All remarks and questions shall be addressed to the Council as a whole and not to any individual Councilor. A member of the public wishing to address an item not otherwise listed on the agenda may do so only during Public Comment. Any remarks and questions regarding personnel or administration of the City shall be referred to the City Administrator by the Chair. The Chair may redirect other questions to a City Councilor or the City Administrator, as appropriate.
- 5.10 Every Councilor may address questions directly to the City Administrator, who may either answer the inquiry or designate a staff member to do so. Councilors are encouraged to present their questions to the City Administrator prior to the meeting when possible.
- 5.11 Prior to a vote, the Chair shall restate the motion or have the maker of the motion restate it to assure clarity of the issue.
- 5.12 When a quorum is present, a majority of the Council present and voting shall decide a motion. A Councilor who is present but abstains from voting is still counted in the quorum. A Councilor must be present to vote.
- 5.13 The passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money shall require the affirmative vote of at least a majority of the whole membership of the council.
- 5.14 Duty to Vote: Unless confronted with an actual conflict of interest or excused by a majority of the council, every member present when a question is taken, shall vote. For the purposes of this section, an abstention is counted as a vote.
- 5.15 Conflicts of Interest: In every case in which a Councilor is faced with an actual conflict of interest, the nature of the conflict must be disclosed during the public meeting and recorded in the minutes. If an actual conflict of interest exists, the Council member, after disclosing the nature of the conflict, shall remove him or herself from the Council table and refrain from participation in both the discussion and the vote on the issue.
- A. An actual conflict of interest is defined as any action, decision, or recommendation which will have a private pecuniary benefit on the Councilor or allow the Councilor to avoid a private pecuniary detriment. This standard also applies to relatives of the Council or any business with which the Councilor or Councilor's relative is associated. (Chapter 42.23 RCW).

- B. "Remote Interests" (Chapter 42.23.040 RCW) "A municipal officer is not interested in a contract, within the meaning of RCW [42.23.030](#), if the officer has only a remote interest in the contract and the extent of the interest is disclosed to the governing body of the municipality of which the officer is an officer and noted in the official minutes or similar records of the municipality prior to the formation of the contract, and thereafter the governing body authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the officer having the remote interest."
- 5.15 The vote on every motion shall be taken by a show of hands or roll call and entered in the meeting minutes. Any other questions before Council shall not require a recorded vote unless requested by any Council member. A member's explanation of their vote shall not be in order during a roll call.
- 5.16 A motion fails in the event of a tie vote. When the Mayor is present and presiding over the council meeting, if there is a tie in the votes of the council members with respect to issues other than the passage of any ordinance, grant, or revocation of a franchise or license, or any resolution for the payment of money, the Mayor may vote to break the tie.
- 5.17 A Councilor who votes on the prevailing side of a motion may move for reconsideration of any vote. This motion must occur during the meeting or at the very next scheduled Council meeting.

Section 6 DECORUM AND ORDER

- 6.1 The Chair shall preserve decorum and decide all points of Order, subject to appeal to the Council.
- 6.2 The Councilors shall help the Chair preserve decorum during Council meetings and shall not, by conversation or other action, delay or interrupt the proceedings or refuse to follow the directions of the Chair or these Council Rules. Councilors shall, when addressing staff or members of the public, confine themselves to questions or issues then under discussion, shall not engage in personal attack, shall not impugn the motives of any speaker, and shall at all times, while in session or otherwise, conduct themselves in a manner appropriate to the dignity of their office.
- 6.3 Members of the administrative staff, employees of the City and other Persons attending Council meetings shall observe the same rules of procedure, decorum, and good conduct applicable to the members of the Council.
- 6.4 Any person who makes personal, impertinent, slanderous or unauthorized remarks or who becomes boisterous while addressing the Council or attending a Council meeting may be removed from the room, after fair warning, if the Chair so directs without a majority vote of the Council present. In case the Chair should fail to act,

any member of the Council may obtain the floor and move to require enforcement of this rule; upon affirmative vote of the majority of the Council present, the person or persons shall be removed as if the Chair so directed. Stamping of the feet, whistles, yells and clapping are similarly not permitted. Such persons may be barred from further audience before the Council and, in aggravated cases; an appropriate complaint shall be issued by the Chair to prosecute this person or persons.

6.5 If a meeting is disrupted by members of the audience, the Chair may order that the Council Chamber be cleared and a recess called until order is restored.

6.6

Section 7 CODE OF ETHICS

7.1 Councilors shall comply with all applicable provisions of the State of Washington's Government Ethics Laws.

7.2 Councilors are encouraged to conduct themselves so as to bring credit upon the City as a whole, and to set an example of good ethical conduct for all citizens of the community. Councilors should constantly bear in mind these responsibilities to the entire electorate, and refrain from actions benefiting any individual or special interest group at the expense of the City as a whole. Councilors should likewise do everything in their power to insure impartial application of the law to all citizens, and equal treatment of each citizen before the law, without regard to race, national origin, sex, age, social station, or economic position.

7.3 If the Mayor or Councilor represents the City before another public body, governmental agency, community organization or with the media, the Mayor or Councilor should always present the majority position of the Council. Personal opinions and comments may be expressed only if it includes clarification that these statements do not represent the position of the City Council. Communication of personal opinions and comments should not be accompanied with a statement of the author's status as a member of the Council.

Section 8 COUNCIL RELATIONS WITH CITY STAFF

8.1 Orientation of New Members - It is important for the members of the City Council to gain an understanding of the full range of services and programs provided by the City. As new members join the City Council, the City Administrator and City Clerk will host an orientation program that provides an opportunity for members to tour municipal facilities and meet with key staff. Another training opportunity for new members is the Association of Washington Cities-sponsored newly elected official orientation. At any time, if there are facilities or programs about which you would like more information, arrangements will be made to increase your awareness of these operations.

- 8.2 There will be mutual respect from both Councilors and staff of their respective roles and responsibilities when and if expressing criticism in a public meeting.
- 8.3 The Council sets city policies and goals. The staff implements and administers the policies and goals.
- 8.4 During a City Council meeting, all requests for information go directly to the Mayor, Chair or City Administrator. At other times, if the request for information would entail an effort that would require time to be spent in researching and/or preparing a response, the request goes directly to the Mayor or City Administrator. The Mayor will ask the City Administrator to direct them to other staff, the City Attorney or deal with them him/herself as appropriate. Questions or complaints regarding staff go directly to the Mayor or City Administrator.
- 8.5 The City Councilors may seek information from staff members regarding the operation of their department, but will not attempt to change or interfere with the operation or practice of any city department or personnel except by directing their concerns to the Mayor or City Administrator.

Section 9 COMMITTEES

- 9.1 The mayor with consent of the council may establish by resolution ad hoc or standing committees to perform specified investigatory or advisory functions. Any authority granted to such committees shall be clearly delegated in the resolution creating the committee.
- 9.2 A Citizens Committee may be appointed for the length of time necessary to accomplish their mission. The appropriate number of appointees may be determined at the time of appointment.
- 9.3 The Mayor may remove a member from any city committee or commission prior to the expiration of the term of office. Reasons for removal may include, but are not limited to: missing three consecutive regular meetings of the committee or commission, disruptive or inappropriate behavior prior to, during, or after committee or commission meetings which prohibit the advisory body from completing its business in a timely manner, or not acting in the best interest of the citizens or city.
- 9.4 Members of the Council shall not attempt to lobby or influence board, committee, task force or commission members on any items under their consideration. It is important for City advisory bodies to make objective recommendations to the Council on items before them. Councilors that attempt to influence board, committee, citizen committee or commission members on an item may prejudice or hinder their role in reviewing the recommendation as a member of the Council.

- 9.5 Council Committee meetings, when directed by the Council, may be called by the Chairman, or by any two members. A majority of the members of a Committee shall constitute a quorum to do business.
- 9.6 All meetings of any City Boards, Commissions, Task Forces, or Council Committees shall be subject to and comply with the Washington Public Meetings Laws.

Section 10 CONFIDENTIALITY

- 10.1 Councilors must keep in complete confidence all written materials and verbal information provided to them in confidence or learned in executive session, to ensure that the City's position is not compromised. No mention of confidential information read or heard should be made to anyone other than other Councilors, the City Administrator, or City Attorney.
- 10.2 If the Council, in executive session, provides opinions or information to staff on proposed terms and conditions for any type of negotiation whether it be related to property acquisition or disposal, a proposed, pending or likely claim or litigation, and/or employee negotiations, all contact with the other parties shall be made by the designated staff representative handling the negotiations or litigation. A Councilor shall not have any contact or discussion with the other party, or the representatives involved with the issue, nor communicate any discussion conducted in executive session.
- 10.3 All public statements, information, or press releases on confidential matters will be handled by the Council Spokesperson or designated staff.

Section 11 SUSPENSION OR AMENDMENT OF COUNCIL RULES

- 11.1 Any provision of these rules not governed by State law or the City Charter may be temporarily suspended by a majority vote of the Council.
- 11.2 Amendments, deletions or additions to these Council Rules shall be by Resolution approved by the City Council.

Section 12 SEVERABILITY

The Councilors agree that if any term or provision of the rules is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the rules did not contain the particular term or provision held to be invalid.

Adopted this 1st Day of April, 2019.

AYES

NAYS

ABSENT

Jerry Phillips, Mayor

ATTEST:

Helen Bell, City Clerk

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 19-17**

Meeting Date: April 1, 2019

AGENDA ITEM INFORMATION

SUBJECT: Amending Agreement WQC-2018-LongBe- 00128 – Biosolids Engineering Report	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: N/A	Other:	

SUMMARY STATEMENT: Department of Ecology awarded the city \$50,000 to complete the Biosolids Engineering Report and feasibility study. The actual cost was slightly under and was billed at \$45,000. Therefore, the city must amend the original agreement to reflect the actual cost since a portion of the funding is a loan.

RECOMMENDED ACTION: Authorize the City Administrator to execute the agreement amendment.



AMENDMENT NO. 2
TO AGREEMENT NO. WQC-2018-LongBe-00128
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Long Beach

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Long Beach (RECIPIENT) for the Long Beach Regional Biosolids Treatment and Disposal Engineering Report (PROJECT).

The RECIPIENT should review the original agreement conditions and requirements that apply during the loan repayment phase. For example:

- Section 6, J. Loan Repayment
- Section 6, K. Loan Security, Reserve Requirement

This amendment officially closes out loans EL180439 and EF180440, deobligates remaining funds, and establishes a final loan repayment schedule for EL80440.

IT IS MUTUALLY AGREED that the LOAN agreement is amended as follows:

- 1) The original loan amount is decreased by \$2,500, from \$25,000 to \$22,500 based upon the final eligible costs for the project. In addition, \$73.89 of interest has accrued from previous payments and is included in the final repayment amount.
- 2) The original forgivable principal amount is decreased by \$2,500, from \$25,000 to \$22,500 based upon the final eligible costs for the project, and does not have to be repaid.
- 3) The project completion date shall be May 31, 2018, and based on this date, loan repayment shall commence no later than May 31, 2019.
- 4) The Estimated Loan Repayment Schedule Number 2498 created on May 9, 2018, shall be replaced with the attached Final Loan Repayment Schedule Number 2623 created on March 1, 2019.

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 50,000.00 Amended: 45,000.00

Total Eligible Cost:

Original: 50,000.00 Amended: 45,000.00

CHANGES TO THE BUDGET

Funding Distribution EL180439

Funding Title: SRF Loan
 Funding Type: Loan
 Funding Effective Date: 03/01/2017 Funding Expiration Date: 05/31/2018
 Funding Source:

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

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

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

Terms: 5 years

Project Start Date: 03/01/2017 Project Completion Date: 05/31/2018

Estimated Initiation of Operation date:

Loan Security: Revenue Secure Lien Obligation of the Recipient
 Final Accrued Interest: \$73.89
 Final Loan Amount: \$22,573.89
 Repayment Schedule Number: 2623

SRF Loan	Task Total
Facility Planning	\$ 22,500.00
Project Administration/Management	\$ 0.00

Total: \$ 22,500.00

CHANGES TO THE BUDGET

Funding Distribution EF180440

Version 10/30/2015

Funding Title: SRF Forgivable Principal
 Funding Type: Forgivable Loan
 Funding Effective Date: 03/01/2017 Funding Expiration Date: 05/31/2018
 Funding Source:

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

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

SRF Forgivable Principal	Task Total
Facility Planning	\$ 22,500.00
Project Administration/Management	\$ 0.00

Total: \$ 22,500.00

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$0.00

Task Title: Project Administration/Management

Task Description:

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

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required

permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

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

Task Goal Statement:

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

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.

* Properly maintained project documentation

Recipient Task Coordinator: Ariel Smith

Deliverables

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

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan	0 %	\$ 0.00	\$ 22,500.00	\$ 22,500.00
SRF Forgivable Principal	0 %	\$ 0.00	\$ 22,500.00	\$ 22,500.00
Total		\$ 0.00	\$ 45,000.00	\$ 45,000.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 06/01/2018.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Long Beach

By: _____

Heather R. Bartlett
Water Quality
Program Manager

Date

By: _____

David R Glasson
Administrator

Date

Template Approved to Form by
Attorney General's Office

TAB — F



**CITY COUNCIL
AGENDA BILL
AB 19-18**

Meeting Date: April 1, 2019

AGENDA ITEM INFORMATION

SUBJECT: <i>Culbertson Park Playground Equipment Purchase</i>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	COST: \$25,099.01	Water/Wastewater Supervisor
	Other:	

SUMMARY STATEMENT: *City staff requested that Cascade Recreation update their quote to reflect the proper sales tax rate and include the fee for prevailing wages (for the installers). This has been revised and is attached. As discussed in the workshop the funds are available in the B&O ending fund balance. The city has received \$35,000 from the Templin Foundation to purchase this equipment.*

RECOMMENDED ACTION: *Authorize the purchase of the Culbertson Park playground equipment as presented in the quote provided by Cascade Recreation, INC.*



PO Box 64769
University Place, WA 98464

Office: 253-566-1320
Cell: 253-380-8849
info@cascaderec.com
www.cascaderec.com

TO: City of Long Beach
Accounts Payable
PO Box 310
Long Beach, WA 98631

Date	Quote #
3/24/2019	8220

- ~ Terms: Net 30 days upon approval of credit.
- ~ Credit card transactions are subject to a 3% surcharge.
- ~ Quotes are valid for 60 days.
- ~ Quote does not include surfacing, border or installation unless specifically stated.
- ~ Davis Bacon and Prevailing Wage fees not included unless specifically stated.
- ~ Lead times vary by manufacturer

- ~ See terms and conditions for more information.

Quoted by Brett Oliver

Description	Qty	Price	Total
REVISED: DO NOT DUPLICATE RE: Culbertson Park			
Little Tikes Commercial Play Structure, custom design	1	47,081.55	47,081.55T
25% Sourcewell Co-operative discount	1	-11,770.39	-11,770.39T
FREE Freight - customer responsible to off load equipment *Free freight applies when ordering using the Sourcewell co-op program	1	0.00	0.00T
Installation *Site preparation, border, and resilient surfacing not included in installation cost.	1	14,090.00	14,090.00T
99 cy FIBAR Engineered Wood Fiber resilient surfacing. 99 cy will cover an area 51' x 39' to a depth of 12" after compaction. This price includes filter fabric and blower service to blow in the chips.	1	5,932.00	5,932.00T
Prevailing Wage Fees	1	160.00	160.00T

Acceptance of Proposal and Terms and Conditions of Sale:

Signature _____

PO# _____ Date _____

Subtotal	\$55,493.16
Sales Tax (8.3%)	\$4,605.94
Total	\$60,099.10



Terms and Conditions

PO Box 64769, University Place, WA 98464
Phone: 253-566-1320 Email: info@cascaderec.com

Project Name: _____ Quote No. _____

QUOTE CONDITIONS AND ACCEPTANCE:

- This quote is valid for 60 days.
- Orders placed after 60 days may subject to price increases
- It is the Buyer's responsibility to verify quantities, color and description of items quoted
- Once your order has been placed, any changes including additions, deletions or color changes could delay your shipment.

PAYMENT TERMS:

- Unless otherwise noted, a 50% deposit when placing the order and balance paid before shipping is required
- Approved credit history terms are 50% deposit when placing the order and balance net 30 days from invoice date.
- Finance charges of 1-1/2% per month will be assessed on balances due after 30 days
- Title for goods invoiced under this sale will not pass until such time as full payment has been made to Cascade Recreation, Inc.
- In the event of default of payment, Cascade Recreation, Inc. reserves the right to remove equipment.
- Buyer is responsible for freight/and or installation charges notwithstanding removal of equipment.
- Buyer will be responsible for freight charges for materials returned without express, written consent of Cascade Recreation, Inc.
- Buyer may be liable for restocking charges.

EXCLUSIONS: Unless specified, this quote specifically **excludes** the following:

- Davis Bacon, Certified Payroll or Prevailing Wage fees
- Permits as required
- Performance or Payment Bonds
- Site Preparation
- Removal and disposal of existing equipment and surfacing
- Unloading equipment, verifying inventory and the storage of equipment
- Disposal of packaging material and footing hole spoils
- Equipment assembly and/or installation, safety surfacing, borders or drainage requirements

MAINTENANCE/WARRANTY:

- Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.
- Cascade Recreation offers no additional warranties.
- Maintenance of the equipment and safety surfacing is the responsibility of the customer.
- Unauthorized alterations or modifications to equipment (including layout) will void warranty.

FREIGHT AND DELIVERY:

- Shipping is FOB Origin
- Lift Gate may be available at additional cost
- Unless otherwise noted equipment is delivered unassembled.
- Buyer is responsible to meet and provide a minimum of 2 persons to unload the truck
- Shortages or damages must be noted on the driver's delivery receipt
- Shortages or damages not noted become the buyer's financial responsibility.
- Immediately after delivery, open all cartons and inspect for concealed damage.
- Inform Cascade Recreation immediately of shortages, damages or concealed damages.
- Engineered wood fiber and other loose resilient surfacing are delivered by large trucks.
 - Adequate space for truck to maneuver is required. Material will be unloaded at the nearest location accessible by truck.
 - Charges may incur if delivery is cancelled less than 48 hours before scheduled time
 - Charges may incur if delivery cannot be completed.

INSTALLATION: Additional guidelines for installation included if applicable.

Acceptance of Terms & Conditions

Acceptance of this proposal, made by any authorized agent of your company indicates agreement to the above terms and conditions.

Printed Name: _____ Date _____

Signature: _____ Title _____



Installation Guidelines

PO Box 64769, University Place, WA 98464
Phone: 253-566-1320 Email: info@cascaderec.com

We are hoping to make your installation experience as pleasant as possible. Here is what we expect of you the customer and this is what you can expect from us the installer.

What we require from the customer:

1. Level Sub-Grade, maximum of 1% slope
2. No safety surfacing or other debris in the area
3. No drain lines or drain rock in the play area use zones
4. Make sure that all delivery trucks have access to your site or let your salesperson know prior to the start of installation
5. Accessible power and water
6. Provide secure area for storage of product and installation
7. Meet truck, off load and inventory product as soon as it arrives
8. Provide us in writing if inspections are required at any time during the install process
9. Make sure that all private utilities have been located

What we do for you on a regular installation:

1. Install your product per manufacturer's specification
2. Supply necessary labor to complete installation
3. Supply necessary materials to complete installation
4. Provide caution tape around unfinished product
5. All workmanship guaranteed for one year (excludes routine maintenance such as loose bolts or other recommended maintenance)
6. Call for public utility locate

The following is a list of services NOT COVERED under our normal installation prices:

1. Meeting and unloading product upon delivery
2. Preparing site for installation
3. Digging through safety surfacing or drainage material
4. Digging through asphalt or concrete
5. Removal of dirt, asphalt or concrete from site
6. Disposal of packaging material
7. Temporary Fencing
8. Moving safety surfacing material that cannot be dumped directly into the play area
9. Digging in an area with poor soil conditions such as large rocks, tree roots, buried asphalt or concrete, etc.
10. Sub grade failures, damage to hidden utilities, wires, irrigation or other structures.

If you are interested in any of the items that are not covered under your regular installation, Cascade Recreation can provide you with a quote for those items.

TAB - G



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

Meeting Date: April 1, 2019

AGENDA ITEM INFORMATION

SUBJECT: <i>Washington State Patrol Agreement for Life Safety Plan Check reviews</i>	<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	
	COST: As Needed	Water/Wastewater Supervisor
	Other:	

SUMMARY STATEMENT: *This agreement with Washington State Patrol covers fire and life safety reviews and inspections of city construction projects. At times it is necessary to bring in outside experts when reviewing complex plans to ensure the safety of future occupants. The City has used WSP in this manner one time in the last 20 years, and that contract has expired. This offers the city more flexibility in reviewing plans. Fees collected in the building permit application will cover any fees assessed by WSP for their review.*

RECOMMENDED ACTION: *Authorize Mayor Phillips to execute the agreement amendment.*

WASHINGTON STATE PATROL General Services Agreement Fire Safety Plan Reviews	WSP Contract No. K14707	
	Other Contract No.	
This Agreement is between the State of Washington, Washington State Patrol and the Purchaser identified below.		
PURCHASER NAME Cities of Long Beach & Ilwaco		Purchaser DBA (if necessary)
Purchaser Location Address PO Box 310 Long Beach WA 98631		Purchaser Billing Address (if different from location address)
Purchaser Contact Name Matt Bonney, Building Inspector		Purchaser Contact Telephone 360-642-4421
Purchaser Contact Fax		Purchaser Contact E-mail Address mbonney@longbeachwa.gov
WSP Contact Information		
WSP Project Manager Name and Title Ms. Barbara McMullen Chief Deputy State Fire Marshal		WSP Project Manager Address Fire Protection Bureau PO Box 42642, Olympia WA 98504
Telephone 360-596-3911	Fax	E-mail Address Barbara.McMullen@wsp.wa.gov
WSP Administrative Contact Name and Title Holly White Contracts Specialist		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602
Telephone (360) 596-4076	Fax	E-mail Address Holly.White@wsp.wa.gov
Agreement Start Date January 1, 2019	Agreement End Date December 31, 2023	Agreement Amount See exhibit A, Statement of Work
ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibit A, Statement of Work. <input type="checkbox"/> Additional Exhibits as specified:		
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.		
FOR THE WASHINGTON STATE PATROL:		FOR THE PURCHASER:
WSP Signature _____	Date _____	Purchaser Signature _____
Printed Name and Title John R. Batiste, Chief		Printed Name and Title

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 4/23/07

WSP GENERAL SERVICES AGREEMENT (Continued)

1. **Statement of Work.** WSP shall perform services for the Purchaser in accordance with Exhibit A, Statement of Work, which is attached hereto and incorporated herein.
2. **Fees.** The Purchaser shall reimburse WSP for services rendered under the terms of this Agreement according to the rates and fees established in Exhibit A, Statement of Work.
3. **Payment for Services.** WSP shall bill the Purchaser no more than once per month in accordance with this Agreement. WSP shall send billings to the Purchaser billing address identified on Page 1 of this Agreement. The Purchaser shall reimburse WSP within 30 days of receipt of billing from WSP.

4. **Definitions.**

"Agreement" means this General Services Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

"Purchaser" means the entity purchasing services as defined in Exhibit A, Statement of Work, from WSP, and includes the Purchaser's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Purchaser shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Purchaser.

5. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
6. **Agreement Alterations and Amendments.** WSP and the Purchaser may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Purchaser.
7. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
8. **Disputes.** In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Purchaser shall appoint a member to the Dispute Board. The Chief of WSP and the Purchaser shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
9. **Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
10. **Indemnification.** The Contractor shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Contractor and its

WSP GENERAL SERVICES AGREEMENT (Continued)

subcontractors. WSP shall be responsible for and indemnify and hold the Contractor harmless for all claims resulting from the acts or omissions of WSP and its contractors.

11. **Maintenance of Records.** During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document:
 - Performance of all acts required by statute, regulation, rule, or this Agreement;
 - Substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and
 - Demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Purchaser and all expenditures made by WSP to perform as required by this Agreement.

12. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules;
Exhibit A, Statement of Work;
Any other provision of this Agreement; and
Any document incorporated by reference.

13. **Personnel.** WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.

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

15. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

16. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

1. Statement of Work.

- a. Description of Services: WSP shall conduct fire and life safety reviews and inspections of the Public Agency's construction projects. Activities include, but are not limited to:
 - Attending Meetings
 - Plan Reviews
 - Site inspections for proper installation of fire sprinkler systems
 - Acceptance testing of fire sprinkler systems
- b. Each review and inspection shall be assigned by the Chief Deputy State Fire Marshal and must be approved by both parties. Each request for review and inspection must identify the specific project, the maximum amount payable for the inspection, and the period of performance for each inspection.

2. Fees. The Public Agency shall reimburse WSP for actual costs associated with each completed review and inspection up to the maximum agreement amount. These costs include:

- a. Actual salaries and benefits of WSP Fire Protection Bureau staff providing services
- b. Mileage at the current WSP mileage reimbursement rate
- c. Per diem and lodging and current State of Washington approved rates
- d. Indirect costs applied against direct costs charged to the Purchaser under the agreement at WSP's current federally approved indirect rate
- e. Any other direct costs identified in the agreement

TAB — H

Total 1500 bags

Delivery Day #1 August 30, 2018 FIRST DELIVERY

1. Boreas B & B	Susie	10
2. Anchorage	Kari	20
3. Adrift and Discovery	Dusty	40
4. Boardwalk	Grace	20
5. Chautaugua	Aubrey	10
6. Mermaid	Karla	30
7. Rosemont	Linda	20
8. Rodeway	Stephanie	30?
9. Best Western	Casey	50
10. Inn at the Arch	Kristina	40
11. Shelburne	Juan	30

Delivery day #2 August 31, 2018 FIRST DELIVERY

1. Chautaugua	Beverly	140
2. Sand Castle	Don	20
3. Breakers	3 gals?	100
4. Akari	Angie/Kathy	20
5. Driftwood	B & Jenny Childers	40
6. Don Nisbett		3

*September, 2018: suggestions: put phone # on front, put website on front, fill with coupons, get better bags

September 7, 2018

1. Col.Pac.Market	Me, Larkin, Kari	19 bags sold or given/ \$14 collected
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September 13-14 2018/ September 18, 2018 SECOND DELIVERY

Delivered \$14 to Sue at City from the bags sold at 9/7/18 Columbia Pacific Market

1. Driftwood called	B	30 more/ guests loved them
2. Akari called	Kathy	20 more/guests liked them
3. Anchorage	Kari	20 more/guests loved them. 16/20 given out
4. Chautaugua	Kelly	All good. They liked them.
5. Rosewood	Kathy	14/20 given out
6. Sand Castle	Don	10/20 given out/some do not want them
7. Mermaid	Bill	20/30 given out

8. Breakers	Linda	30 more/enjoyed/owners in office listening.
9. Thunderbird	Anna	FIRST delivery 20
10. Rodeway	Stephanie	40 more/sold one for \$2
11. Best Western		Often left in room/as is their laundry free bag
12. Boardwalk	Bill	9/20 taken- they have them on shelf in office
13. Adrift		Keep them behind wall at registration desk
14. Coastal Inn		FIRST delivery 10
15. Inn at the Arch	Kristina	10 more/most gone
16. Boreas	Susie	Not in rooms/given a few away

October, 2018

Reagan Meyers 20 bags for Author's event at Elks. SOLD ONE...has 19 left at City Hall?

- | | | |
|--------------|--------------|-----------------------------------|
| 1. B | Driftwood RV | 40 more bags- going like hotcakes |
| 2. My cousin | Bill | bought one for \$2 |

-----approximately 862 given out, 10 sold, 20 given away=892/1500-----

January 2019: 3 bags (Jordan, Lonnie, Kay) by Martha

January 29, 2019 with Kari

- | | | |
|-----------------------|---------|--|
| 1. Anchorage Cottages | Kari | 10 |
| 2. Chautaugua | Beverly | 100/guests love them/take them downtown! |
| 3. Driftwood RV | Phone | 0/will call |
| 4. Boreas | Susie | 10 |

February 21, 2019 with Kari

- | | | |
|-----------------|------|--|
| 1. Adrift | Desk | 0 still keeping them behind wall/do offer? |
| 2. Boardwalk | | 10 |
| 3. Best Western | | 50 Report this time is they liked them! |
| 4. Rodeway | | 50 |
| 5. Rosemont | | 10 |
| 6. Mermaid Inn | | 10 4/20 clam festival |
| 7. Chautaugua | | 70 likes passing them out! |

As of 2-21-2019 we have 265 bags left from original 1500

March 18, 2019

- | | | |
|---------------------|---|----|
| 1. Driftwood called | B | 50 |
|---------------------|---|----|

Ariel Smith

From: David Glasson
Sent: Monday, March 25, 2019 10:41 AM
To: Ariel Smith
Subject: FW: Small City Connector

For council correspondence please!

From: Dee Roberts <dee.roberts@southbend-wa.gov>
Sent: Monday, March 25, 2019 8:53 AM
To: Jerry Phillips <jphillips@longbeachwa.gov>
Cc: David Glasson <dglasson@longbeachwa.gov>
Subject: Small City Connector

Good morning Jerry & David

The City of South Bend is hosting one of the 2019 Small City Connector meetings this year! [4/24 South Bend; First Lutheran Church 103 Adams St South Bend WA 98586](#)

I'd like to ask that you help me to **promote the meeting with your council, as well as other elected and appointed officials in your area.**

The meeting will be from 6-8 pm, with dinner served starting at 5:00. The event is free for AWC members.

They have a great agenda this year, with some information to share on communication practices from AWC's new Communications Manager Brian Daskam, a brief presentation from the Washington Municipal Clerks Association about the role that association can play in helping clerks and local elected officials, and an overview of the work that Rural Development Initiatives (RDI) is bringing to local leadership training in Washington . That's in addition to the usual Q and A with AWC CEO Peter King and opportunities to share with each other and win "door prizes"!

Registration should be open very shortly on the AWC website.

Thanks for sharing this for me!

Dee



*Dee Roberts, MMC
Clerk/Treasurer
City of South Bend
1102 W. First Street
P.O. Drawer 9
South Bend, WA 98586*

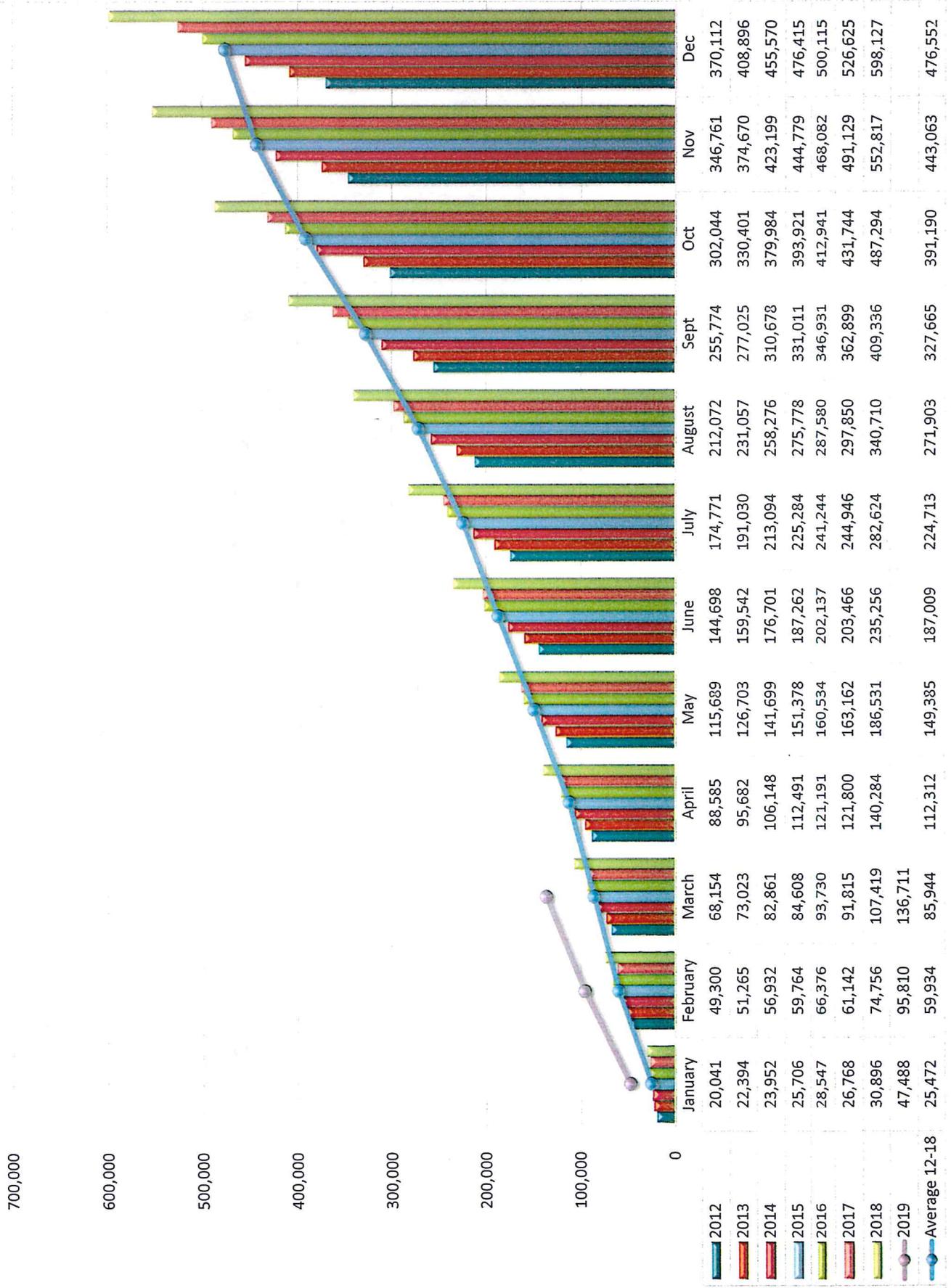
(360) 875-5571

dee.roberts@southbend-wa.gov

"People who don't like cats freak meow!"

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Sales Tax Collections



Lodging Tax Collections

