



AGENDA – Monday, January 6, 2020

6:30 p.m. Workshop

7:00 p.m. City Council Meeting

Long Beach City Hall

115 Bolstad Avenue West

6:30 WORKSHOP

WS 20-01 Dog Park Workshop – TAB A

WS 20-02 Comprehensive Plan – TAB B

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

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

OATHS OF OFFICE 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, December 16, 2019 City Council Meeting
- Minutes, December 27, 2019 City Council Workshop
- Payment Approval List for Warrant Resisters 59118-59145 & 86191-86223 for \$207,043.27

BUSINESS

- **AB 20-01 – Agreement for Asbestos Training – TAB D**
- **AB 20-02 – Resolution 2020-01 Amending the Policy for Allotting Salaries- TAB E**
- **AB 20-03 – Police Station Headquarters Bid Award – TAB F**
- **AB 20-04 – Regional Biosolids Treatment Plant Change Order No. 5 -TAB G**

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB H

- **Report and Decision for CUP 2019-04**
- **Boys & Girls Club Letter of Support**
- **Parks, Streets and Stormwater Report for November 2019**
- **Wastewater Report for November 2019**
- **Water Report for November 2019**
- **Lodging Tax Collections**
- **Sales Tax Collections**
- **Transportation Benefit District Collections**
- **Police Chief's Report for December 2019**

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.
January 21, 2020, February 3, 2020, February 18, 2020

ADJOURNMENT

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

TAB - A



**CITY COUNCIL
WORKSHOP BILL
WS 20-01**

Meeting Date: January 6, 2020

AGENDA ITEM INFORMATION		
SUBJECT: Dog Park	<i>Originator:</i>	
	Mayor	
	City Council	SV
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST:	Water/Wastewater Supervisor	
SUMMARY STATEMENT: Status update on the potential Dog Park.		

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.

Long Beach Dog Park

Requesting from the City of Long Beach:

MOU with Fences for Fido

Design review of preferred materials

Timeline – finish clearing and clean up

When we can begin fundraising

Volunteer work: install fencing, walkways and water tank

Review policies and procedures -

Prepared in conjunction with Fences for Fido

Long Beach citizens

South Pacific County Humane Society

Maintenance - Garbage removal

Refill water tank

Basic landscape maintenance (mowing or weedeating)

Dog Park Committee will:

Raise funds for all materials

Build fence

Purchase water tank

Install gravel walkways

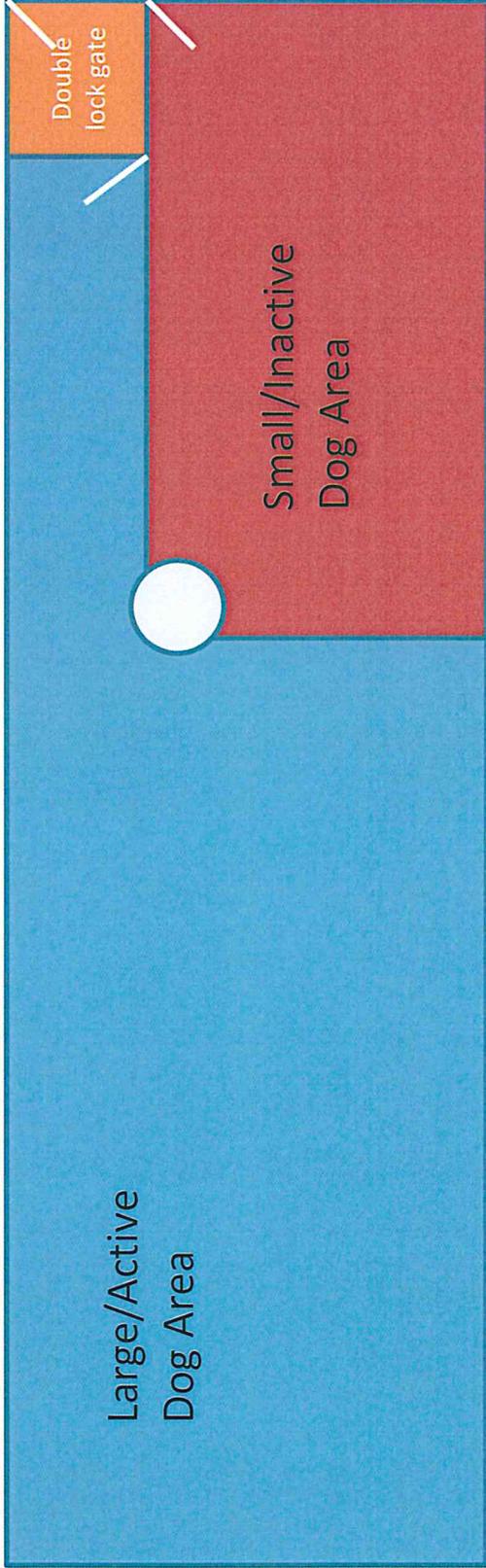
maintain fencing

build any additional amenities with review by the City

Provide Volunteers to help present and enforce the rules of the dog park

Materials List

Fencing:	43	5 foot by 16 foot cattle panels \$25 each	\$1075 plus tax
	62	8 foot pressure treated 4 x 4s	\$656 "
	124	8 foot 2 x 4	\$680 "
		Concrete	\$248
Gates	3	Heavy duty chain link	free
Water tank	1		\$179
Gravel	TBD		TBD



Large/Active
Dog Area

Small/Inactive
Dog Area

Double
lock gate



DOG PARK RULES

- Use park at your own risk.
- Owners are legally responsible for the behavior of their dogs at all times.
- The park will be closed while entering and exiting the park.
- Dog waste must be cleaned up by their owners.
- **NO BODILY CONTACT**
- Owners must be with their dog park and available.
- Dog handlers must be at least 15 years of age.
- Children under 13 years be accompanied by an adult and supervised at all times.
- Aggressive dogs must be removed immediately.
- Dogs should be under strict control.

PROHIBITED:

- Human & Dog Food Items
- Gun Carriers
- Dogs on Leash
- No Dogs
- Aggressive Dogs
- Apples and Bones



TAB - B



**CITY COUNCIL
WORKSHOP BILL
WS 20-02**

Meeting Date: January 6, 2020

AGENDA ITEM INFORMATION		
SUBJECT: Comprehensive Plan Review	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	
<p>SUMMARY STATEMENT: John from Creative Community Solutions gave a presentation during the December 16th meeting. Council was given a chance to take the plan home and make comments. This is an opportunity to share comments or move forward with submitting the plan to the Department of Commerce.</p>		

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

TAB - C

LONG BEACH CITY COUNCIL MEETING

December 16, 2019

5:00 COUNCIL WORKSHOP

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

WS 19-29 – Comprehensive Plan Update

-Ariel Smith, Community Development Director, presented the workshop bill.

John from Creative Community Solutions gave an overview of the plan and the “next steps” in the process.

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

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

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

ROLL CALL

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

PUBLIC COMMENT

Robert McMorro had comments.

CONSENT AGENDA

Minutes, December 2, 2019 City Council Meeting

Payment Approval List for Warrant Registers 59081-59117 & 86108-86190 for \$993,125.05

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

BUSINESS

AB 19-97– Ordinance 978- Budget Amendment for 2019

David Glasson, City Administrator, presented the Agenda Bill with the proposed budget. The Ordinance presented amends the 2019 budget to include additional, unexpected expenditures in the Current Expense, Law Enforcement, Water, Wastewater and Stormwater Funds.

C. Murry made the motion to approve Ordinance 978 amending the 2019 budget. C. McGuire seconded the motion; 5 Ayes, motion passed.

AB 19-98– Change Order 4 for the Regional Biosolids Treatment Facility

David Glasson, City Administrator, presented the Agenda Bill. Changes included in this change order are: Construct fire access road: \$3,926.88; Fire hydrant and water main installation: \$15,289.35; Finish and install electric motors for each sectional overhead door: \$10,241.65; Camlock change at the aerobic digester on the sludge truck piping connection: \$937.22; Install 730 square feet of new sidewalk adjacent

to the existing lab building: \$3,984.57; Delete two plug valves from scope of work: (\$4,122.51); Install two 6-inch gate valves instead of 6-inch plug valves at Manhole 6: (\$886.43). – increased contract amount \$29,370.73

C. Cline made the motion to authorize staff to sign the change order. C. Murry seconded the motion; 5 Ayes, motion passed.

AB 19-99– Transportation Improvement Board Agreement for South Washington

David Glasson, City Administrator, presented the Agenda Bill. The Washington State Transportation Improvement Board has awarded the City of Long Beach \$400,000 for the South Washington Avenue improvements project. By executing this agreement, the city is accepting the award, conditions of funding and match requirements.

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

AB 19-100– Trommel Bid Award

David Glasson, City Administrator, presented the Agenda Bill. The bid for the trommel closed on Tuesday, December 10th. There was only one bidder and it is the engineer's recommendation to award that bid to RSS.

C. Svendsen made the motion to authorize the Mayor to accept the bid from RSS and purchase the Trommel as part of the Regional Biosolids Treatment Facility. C. McGuire seconded the motion; 5 Ayes, motion passed.

AB 19-101– TIB Consultant Agreement for South Washington Project

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

C. McGuire made the motion to authorize the Mayor to enter into an agreement with Gray & Osborne to complete both the Engineering and Design for the South Washington Improvements. C. Murry seconded the motion; 5 Ayes, motion passed.

AB 19-102– Bid Award for Clearing at 104 3rd ST NW

David Glasson, City Administrator, presented the Agenda Bill. The bid for vegetation clearing closed on Friday, December 13th. There were five bidders and Wirkalot Construction was the lowest. It is the staff's recommendation to accept the lowest bidder.

C. McGuire made the motion to authorize the Mayor to accept the bid from Wirkalot Construction for clearing of vegetation at 104 3rd ST NW as part of the new Police Headquarters Project. C. Murry seconded the motion; 5 Ayes, motion passed.

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

C. Cline made the motion to go into executive session. C. Svendsen seconded the motion; 5 Ayes, motion passed. Executive session began at 7:16 p.m. C. Svendsen made the motion to adjourn the executive session. C. Cline seconded the motion; 5 Ayes, motion passed. The executive session was adjourned at 7:26 p.m. No action was taken.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Letter of Interest Regarding Street Vacation
- Budget Message 2020
- Police Chief's Report November 2019
- Sue Svendsen's Certificate of Completion for AWC's Elected Officials Essentials Training

ADJOURNMENT

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

Mayor

ATTEST:

City Clerk

LONG BEACH CITY COUNCIL WORKSHOP

December 27, 2019

10:00 Council Workshop- 2020 July 4th Fireworks Show

Mayor Phillips, C. Svendsen, C. McGuire, and C. Cline were present.

-David Glasson, City Administrator, facilitated the presentation.

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

Another workshop has been scheduled at City Hall on 1/10/2020 at 5:00 p.m.

ADJOURNMENT

David Glasson adjourned the meeting at 10:58 a.m.

Mayor

ATTEST:

City Clerk



Warrant Register

Check Periods: 2019 December - 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
59118	Bell, Helen S	12/20/2019	\$308.07
59119	Binion, Jacob	12/20/2019	\$1,770.14
59120	Booi, Kristopher A	12/20/2019	\$1,614.23
59121	Gilbertson, Bradley K	12/20/2019	\$1,535.75
59122	Goulter, John R.	12/20/2019	\$1,747.85
59123	Huff, Timothy M.	12/20/2019	\$1,664.85
59124	Jewell, Kyle E	12/20/2019	\$1,078.34
59125	Kemmer, Larry L	12/20/2019	\$1,549.66
59126	Luebbe, Paul J	12/20/2019	\$1,614.05
59127	Miller, Matt W	12/20/2019	\$1,518.95
59128	Mortenson, Tim	12/20/2019	\$1,946.08
59129	Padgett, Timothy J	12/20/2019	\$1,591.43
59130	Persell, Whitney J	12/20/2019	\$1,105.30
59131	Wood, Matthew T	12/20/2019	\$1,638.47
59132	Wright, Flint R	12/20/2019	\$2,813.52
59133	Zuern, Donald D.	12/20/2019	\$2,269.83
59134	AFLAC	12/20/2019	\$491.97
59135	City of Long Beach - Fica	12/20/2019	\$12,948.42
59136	City of Long Beach - FWH	12/20/2019	\$8,307.43
59137	Dept of Labor & Industries	12/20/2019	\$2,122.63
59138	Dept of Retirement Systems	12/20/2019	\$16,174.20
59139	Dept of Retirement Systems Def Comp	12/20/2019	\$2,165.00
59140	Discovery Benefits Inc.	12/20/2019	\$150.00
59141	Employment Security Dept	12/20/2019	\$209.81
59142	Massmutual Retirement Services	12/20/2019	\$675.00
59143	Teamsters Local #58	12/20/2019	\$207.50
59144	Association of WA Cities	12/20/2019	\$27,926.08
59145	Myers, Ragan S.	12/30/2019	\$2,455.44
86191	Phillips, Jerry	12/13/2019	\$45.51

Execution Time: 7 second(s)

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Register

86192	Pacific County Auditor	12/16/2019	\$39.00
86193	Long Beach Firefighter's Foundation	12/23/2019	\$20,000.00
86194	Active Enterprises, Inc.	12/24/2019	\$398.28
86195	Board For Volunteer Firefighters & Reserve Officers	12/24/2019	\$1,740.00
86196	CenturyLink	12/24/2019	\$1,590.24
86197	Charter Spectrum	12/24/2019	\$334.93
86198	KEYBANK	12/24/2019	\$10,254.25
86199	Lexipol, LLC	12/24/2019	\$2,019.00
86200	TIAA Bank	12/24/2019	\$229.28
86201	WABO	12/24/2019	\$474.52
86202	Wex Bank	12/24/2019	\$811.68
86203	Postmaster	12/27/2019	\$295.50
86204	Myers, Ragan	12/30/2019	\$6,153.60
86205	Postmaster	12/30/2019	\$305.50
86206	Dept of Ecology	12/30/2019	\$64.00
86207	Pacific County Sheriff's	12/31/2019	\$9,595.50
86208	Patty Cash	12/31/2019	\$47.58
86209	Standard Insurance Co.	12/31/2019	\$2,562.75
86210	Chinook Observer	12/31/2019	\$800.84
86211	AlSCO-American Linen Div.	1/3/2020	\$109.54
86212	Bonney, Matt	1/3/2020	\$43.96
86213	Cartomation, Inc	1/3/2020	\$500.00
86214	Ellyson, Sue	1/3/2020	\$65.24
86215	Ford Electric	1/3/2020	\$173.10
86216	Gray & Osborne	1/3/2020	\$43,977.45
86217	L.N. Curtis & Sons	1/3/2020	\$469.80
86218	Larson, Joann	1/3/2020	\$192.60
86219	Lawson Products, Inc.	1/3/2020	\$399.22
86220	Pacific County Auditor	1/3/2020	\$663.95
86221	Penoyar, William	1/3/2020	\$1,000.00
86222	Powell, Seiler & Co., P.S	1/3/2020	\$635.00
86223	State Auditor's Office	1/3/2020	\$1,451.45
	Total	Check	\$207,043.27
	Grand Total		\$207,043.27

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 20-01**

Meeting Date: January 6, 2020

AGENDA ITEM INFORMATION

SUBJECT: Asbestos Training Agreement with Argus	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	AS
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: \$4,500	Other:	
<p>SUMMARY STATEMENT: This training is required by L&I and must be completed by all employees that could possibly be exposed to asbestos on the job. This training is done on site and fulfills the State requirement.</p>		
<p>RECOMMENDED ACTION: <i>Authorize the agreement to provide staff with asbestos training.</i></p>		

Authorization to Proceed Training Services

This **AUTHORIZATION TO PROCEED** ("Authorization") is between City of Long Beach WA ("Client") and Argus Pacific, Inc. ("Consultant") for Services to be provided by Consultant for Client as stated herein.

Scope of Services. The scope of Consultant's services is set forth below ("Services").

Argus Pacific, Inc. (Argus Pacific) is pleased to offer the City of Long Beach, Washington this proposal for on-site health and safety training. We understand that this training will be held at your location in Long Beach, Washington on a date mutually agreeable between Client and Consultant.

Scope of Work:

One face-to-face 8-Hour Class II Intact Asbestos Cement Pipe course which is designed in accordance with the training requirements specified in 29 CFR 1926.1101 and WAC 296-62 Part I-1 for removal of intact cement pipe using non-mechanical methods.

Consultant will provide: Instructor services, travel expenses and per diem, student materials and hands-on equipment and materials. We can provide a portable projector if needed.

Client will provide a furnished classroom facility of an appropriate size for the anticipated number of students equipped with a digital audio-visual system (if available) to which the instructor laptop can be connected as well as a writing board or easel.

A Certificate of completion and wallet card will be provided for each student who successfully completes the training. Successful completion for each student consists of attendance for the entire class and passing a short test with a score of at least 70% correct.

CONSULTANT WILL BE PLEASED TO CONFIRM SCHEDULING DATES FOR THIS WORK UPON RECEIPT OF THIS AUTHORIZATION TO PROCEED (ATP) OR AN APPROVED PURCHASE ORDER WITH AN AUTHORIZED CLIENT SIGNATURE. STUDENT CERTIFICATES AND WALLET CARDS WILL BE MAILED TO CLIENT WHEN PAYMENT HAS BEEN RECEIVED IN FULL UNLESS OTHER ARRANGEMENTS ARE MADE PRIOR TO COMMENCING PROJECT. VIDEO OR AUDIO RECORDINGS OF THE TRAINING BY CLIENT OR STUDENTS ARE NOT AUTHORIZED AND WILL NOT BE PERMITTED. This ATP and pricing shall be valid through February 29, 2020.

Compensation. Compensation for the Services is set forth below ("Compensation").

Lump sum pricing is based upon maximum class size of 15 students: \$4,500.00
Price per each additional student over 15: \$125.00

TERMS AND CONDITIONS

- 1. Acceptance/ Termination.** Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In the event Client terminates the Services within 24 hours of the date on which the Services were to be performed, Client agrees that it shall pay a cancellation fee of 75% of the Compensation stated above.
- 2. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees and/or hourly rates stated above.
- 3. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment.
- 4. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000, OR CONSULTANT'S FEE FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

- 5. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement.
- 6. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale and in accordance with the laws and regulations applicable to the Services, as stated in the Proposal. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 7. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); and (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 8. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 9. **Dispute Resolution.** The parties shall endeavor to resolve any dispute arising hereunder within 30 days, after which either party may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 10. **Force Majeure.** Neither party shall be responsible for a breach of its obligations under this Agreement if such failure is the result of events or circumstances outside that party's control, including but not limited to, any act of a governmental authority, act of war, natural disaster, strike, boycott, riot, lockout, labor dispute, or civil unrest. Notwithstanding the foregoing, failure to perform as required by either party shall not be excused if the breach is the result of the negligence or willful misconduct on the part of the breaching party.

Consultant: Argus Pacific, Inc.
 By: Susan N. Maas Date: 12/18/2019
 Name/Title: Susan N Maas / Training Manager
 Address: 21905 64th Ave W, Ste 100
Mountlake Terrace, WA 98043-2251
 Phone: (425) 771-3304 Fax: _____
 Email: suemaas@arguspacific.com

Client: City of Long Beach WA
 By: Donald Zuern Date: 12/18/19
 Name/Title: Donald Zuern
 Address: PO Box 310
Long Beach, WA 98631-0310
 Phone: (360) 642-2203 Fax: _____
 Email: dzuern@longbeachwa.gov

Reference Number: PAY197207

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 20-02**

Meeting Date: January 6, 2020

AGENDA ITEM INFORMATION		
SUBJECT: Resolution 2020-01 Allotting Salaries for City Employees	<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	
COST:	Other: Tourism & Events Coordinator	
<p>SUMMARY STATEMENT: The State Auditor’s Office requires that the city have a policy that appropriately divides staff salaries among the different funds. As projects throughout the city change so does where each employee spends their time. This amendment would average the work done over a four-year period. This time period would account for project-related fluctuations and give an accurate picture of where the employee spends most of their time.</p>		
<p>RECOMMENDED ACTION: To approve resolution 2020-01 amending the policy for allotting salaries throughout the different city departments.</p>		

RESOLUTION NO. 2020-01

**A RESOLUTION AMENDING THE POLICY FOR ALLOTING SALARIES OF
CITY OF LONG BEACH EMPLOYEES**

WHEREAS, the City of Long Beach has been directed by our State Auditor to adopt a system to appropriately divide staff salary among funds; and

WHEREAS, the City would like to make the division of salary appropriate to department assignment, work and tasks performed within each department and staffing levels and requirements; and

WHEREAS, the system will work within our present staffing levels for our future personnel staff levels;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, to direct staff to establish a process by which staff salaries can be divided according to work performed within a particular department and divided between multiple departments when the staff member works in more than one department.

SECTION 1. Each staff member is assigned to an individual department for supervision and evaluation.

SECTION 2. Staff members division of salary will be based on the following:

- a) Department assignment.
- b) Percentage of work done within each department **over the previous four (4) years.**
- c) Salary allotments can be allotted over two (2) or more departments.
- d) Salary allotments will be reviewed **annually.** ~~every two (2) years.~~

**PASSED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH AND
SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 6TH DAY OF
JANUARY 2020.**

AYES

NAYS

ABSENT

ATTEST:

Jerry Phillips, Mayor

Helen Bell, City Clerk

TAB — F



**CITY COUNCIL
AGENDA BILL
AB 20-03**

Meeting Date: January 6, 2020

AGENDA ITEM INFORMATION

SUBJECT: Police Station Headquarters Bid Award	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
COST: \$640,747.08	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: The bid for the new Police Station closed on Friday, December 20th. There was only one bidder that met the requirements, it is the city's recommendation to accept this bid.

RECOMMENDED ACTION: *Authorize the Mayor to accept the bid from SAW Construction for construction of the Police Station Headquarters.*

TAB - G



**CITY COUNCIL
AGENDA BILL
AB 20-04**

Meeting Date: January 6, 2020

AGENDA ITEM INFORMATION		
SUBJECT: Change Order No. 5 Biosolids Treatment Facility	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: \$148,984.22	Other:	

SUMMARY STATEMENT: *The additional work and material required are the result of design modifications originating from supply of equipment from the composting equipment supplier, Engineered Compost Systems, Inc., that is different from the original design. The additional work results in impacts to the critical path schedule requiring an additional 5 working days. – increased contract amount \$148,984.22*

RECOMMENDED ACTION: *Authorize staff to sign the change order.*

CHANGE ORDER

Project Title	Regional Biosolids Facility		
Owner	City of Long Beach	Contractor Name	Tapani, Inc.
Change Order No.	5	Contractor Address	1904 SE 6 th Place Battle Ground, WA 98604
Change Order Date	December 31, 2019		
G&O No.	19510		

The following changes are hereby made to the Contract Documents:

SCHEDULE A

ITEM 1: Electrical Modifications (COP 14)

Furnish and install additional work and material to accommodate the composting equipment that is being supplied as described in COP 14.

The estimated cost for this work is:.....\$148,984.22

Justification: The additional work and material required are the result of design modifications originating from supply of equipment from the composting equipment supplier, Engineered Compost Systems, Inc., that is different from the original design. The additional work results in impacts to the critical path schedule requiring an additional 5 working days.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):	\$4,760,786.34
Current Contract Amount, as adjusted by previous change orders:	\$4,910,511.58
The Contract Amount due to this Change Order will be increased by:.....	\$148,984.22
The new Contract Amount (without tax) due to this Change Order will be:	\$5,059,495.80

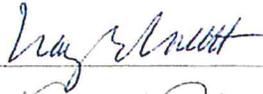
CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 5 working days, for a total of 204.5 working days.

The Physical Completion Contract Time will be increased by 5 working days, for a total of 234.5 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

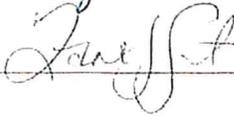
GRAY & OSBORNE, INC.
(RECOMMENDED)



Date

12/31/19

TAPANI, INC.
(ACCEPTED)



Date

12/31/19

CITY OF LONG BEACH
(ACCEPTED)

Date

TAB — H

BEFORE THE HEARINGS EXAMINER FOR THE CITY OF LONG BEACH

In the Matter of the Application of)
Brian and Kristen Mueller)
for a Conditional Use Permit to)
allow a vacation rental at 2707 –)
Sea Crest Ave single residence.)
The site address is in the R 2 R -)
Two-Family Residential)
Restricted Zone.)

FILE NO: CUP 2019- 04

FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND DECISION

DECISION

The Condition Use Permit Application is **APPROVED**, subject to conditions.

INTRODUCTION

The Conditional Use Permit application of to allow **Brian and Kristen Mueller** the use of an existing home residence for vacation rental use came on for hearing before Jan LeM. Hedges, Hearings Examiner, on December 18th, 2019 at 1:02 p.m... Ariel Smith, Community Development Director, presented the Department of Community Development Staff Report.

The Hearings Examiner explained the hearing procedure, after which City staff made an opening presentation concerning the Conditional Use Permit Application.

Testifying under oath was:

Ariel Smith, Community Development Director

Lee Golding, Citizen

The following exhibits were offered and admitted:

EXHIBIT	DESCRIPTION	SUBMITTED BY	DATE ADMITTED	COMENTS
1	Application for Conditional Use Permit	Brain & Kristen Mueller	11/13/2019	Complete
2	Staff Report	City of Long Beach	12/18/2019	Complete
3	Public Hearing Notice	City of Long Beach	11/20/2019	Complete
4	Hearing Date	City of Long Beach	12/18/2019	Complete

The hearing adjourned at 1:17 p.m.

From the foregoing, the Examiner makes the following:

FINDINGS OF FACT

1. Applicant, **Brian and Kristen Mueller** request to allow a vacation rental in an existing family residential structure.
2. The proposed site is in **R 2 R - Two - Family Residential Restricted Zone.**
3. This use is allowed conditional use in the **R 2 R - Two -Family Residential Restricted Zone.**
4. The existing residential structure and the proposed change of use meets or exceeds all the **Municipal Code, Multi-Family Residential District Code [12-5D-3 & 4 STANDARDS]** for this zone.
5. The proposed change of use is consistent with existing uses and not generate additional traffic impact, or place additional demands on the City's' infrastructure or the right of adjacent property owners or the public at large to enjoy their normal and expected peace and well being.
6. The proposed change of use meets or exceeds all the applicable standards set forth in the; Zoning Ordinance, Comprehensive Plan and the State Environmental Policy Act.
7. Any Conclusion of Law deemed to be a Finding of Fact is adopted as such. From these Findings of Fact, the Examiner makes the following:

CONCLUSIONS OF LAW

1. The Hearing Examiner has jurisdiction over the persons and the subject matter of the proceeding.
 2. The requirements of the CITY Zoning Ordinance have been met.
 3. The standards and guidelines of the CITY Comprehensive Plan have been met.
-

4. This proposed development is exempt from SEPA review and the Shoreline Master Program does not apply.
5. The applicant has sought the appropriate permit.
6. As conditioned below, the project will be consistent with the criteria for Conditional Use Permit approval.
7. Any finding herein which may be deemed a conclusion is hereby adopted as such.

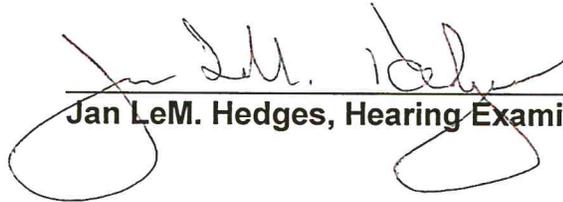
DECISION

The application of **Brian and Kristen Mueller**, applicant(s), for the change of use of an existing residential structure to a vacation rental use located at 2707 Sea Crest Avenue, is **APPROVED**, subject to the following conditions:

1. Any further expansion or change of use on the property shall require the approval of the City of Long Beach.
2. The applicant shall obtain a City of Long Beach business license from the State of Washington as required by Title 4, Business and License Regulations, of the Long Beach City Code and pay all applicable taxes as required by Title 3, Finances and Taxation.
3. Occupancy shall be limited to 8 people; including children. Guests shall be asked to leave if they do not comply with occupancy limits.
4. Should the property management team not be fully available while the property is used as a vacation rental, the property shall not be rented.
5. Should management of the property change, the City shall be notified in writing in advance of such change.
6. All residents within 100 feet (excluding streets and rights-of-way) shall be provided with management contact information, both for daytime and nighttime hours.
7. All guests shall be informed to respect neighbors' rights of quiet enjoyment between 10:00 pm and 8:00 am. Guest shall be asked to leave if they do not comply with noise limits.
8. Off-street parking for the vacation rental shall be provided within the garage and the concrete pad and all parking needs shall be met on-site. RV parking shall not be permitted on the site by vacation guests.

9. When occupied as a vacation rental, the property shall be monitored daily and any trash or debris removed and/or placed in an appropriate receptacle provide by the owner. On Call pick-up service may not be used.
10. Failure to comply with conditions of this permit may result in the permit being rescinded and possibly the applicant being cited and fined under the Long Beach City Code.
11. A landline should be made available for emergency calls.

Done this 18th day of December 2019



Jan LeM. Hedges, Hearing Examiner

NOTICE OF RIGHT TO APPEAL

RIGHT TO APPEAL –TIME LIMIT

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

TRANSCRIPT OF HEARING – PAYMENT OF COST

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



Happy Holidays!



The Boys & Girls Club of the Long Beach Peninsula has been a wonderful after-school program serving Peninsula kids for over a decade. Since its inception in 2008, it has not only worked to fulfill its mission to inspire youth to realize their full potential, but has become a safe space for kids to be themselves, and to grow into the people they ultimately become.

As you may have seen or heard in the past months, the Boys & Girls Club has fallen on financial hardship which required us to close our doors. While we intend for this closure to be temporary, there is still work to be done to get our Club up and running. We held a fabulous forum of community members on December 3rd and received valuable feedback and insight. A room full of energetic supporters delivered a host of ideas that we will use to charge forward.

Today, more than ever, the Boys & Girls Club of the Long Beach Peninsula is asking for YOUR help. While the Club receives grants from many generous foundations and corporations, grants rarely cover operating costs such as staff salaries, internet services and other monthly expenses. The annual operating costs for our local club average around \$200,000 and the majority of these costs are covered by individual and business donations. In the 2018-2019 school year, we served an average of 63 children per day which amounted to a yearly cost per child of \$3,130. With our modest \$50 yearly membership fee, we have a tremendous financial gap to fill.

In order to keep this vital after school program open for our community's youth, we are asking for your help. Whether you can give a flat donation of \$5 or \$50,000 or an on-going monthly contribution, your support will help BGC get back to the important responsibility we have to support the healthy growth of our kids.

To donate:

****For credit card donations, visit www.longbeachbgc.org/donate**

****Checks can be mailed to PO Box 1172, Long Beach, WA 98631**

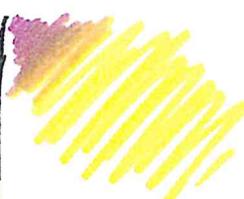
****Foundational support: https://spccf.fcsuite.com/erp/donate/create?funit_id=1060**
(With this option, you can elect to have your donation refunded if we do not reach our goal.)

****Time & Talents: Email us at longbeachbgc@gmail.com**

Thank you for your time and for being on our side through this journey.

With Gratitude,

The Boys & Girls Club Board



Parks - Streets - Storm Water Nov Monthly Report

Monthly

Safety Meetings

Bi-Monthly

Staff Meetings

Fridays

Street Sweeping

Backpack blowing of sidewalks and brick parks

Boardwalk and dune trail maintenance

Thursdays

Boardwalk and Dune trail

Daily

Restroom maintenance

Garbage maintenance

Festivals / Events /set up and tear down

Holidays at the Beach

1. Put up all the Christmas decorations
 2. Building new dugouts Culbertson park
 3. Cold patch pot hole maintenance
 4. Boardwalk lights
 5. Graveled shoulders
-

6. Parking curb stops installed at new restroom
7. Cleaned the 5th street fountain pond
8. Plunged and scraped around the downtown planters
9. New transfer switch for the 12th street storm water back up generator
10. Winterized all the drinking fountains

City of Long Beach Activities Report

November 2019

Wastewater Dept.

Call Outs - 0

Meetings - 10 (2) Tapani Construction Meetings / Evergreen Rural Circuit Rider / PUD (transformer loads) / Ilwaco / Bonneville Power (VFD's for WWTP Blowers / EPA DMR QA39 / Naselle Youth Camp Plant Walk Through / Contractor / D.O.E. Plant Walk Through.

Safety Meetings - 1 (All Safety Review.)

Plant Management - Monthly DMR's / Paperwork Review / Emails / Ordering Supplies / Engineers / 2020 Budget / DMRQA 39 for DOE.

Samples – Daily Tests / Twice Weekly Testing (BODs , TSSs , and Fecals.) / Bio-solids Report.

Customer Service - 1 (Jetting sewer for Homeowner 18th ne.)

Locates - 6 Emergency Locates – 1 (PUD 11th St s.)

Hauling Sludge - 22 Loads 6.2 Dry Tons.

Lift Station Checking - Daily Action. (inspection / cleaning transducers)

Lift Station Wash down - 2 Plant Wash Down - 2 Headworks , Clarifiers , UV Bulbs.

Samples to Lab - 2 (Monthly Ammonia / Soils Samples.)

Pump / Blower Maint. – 2 (Greased / Belts / Filters / Tubing / Oil Change.)

Sink Hole Investigation – 1

Main Repairs - 1

Equipment Cleanup - 2

Headworks Debris Removal – 4 Barrels Decanting Digester – Supernatant ran back through plant. (Rain & Plant)

Training - Tye - Collection Systems / Plant Operations (Anaerobic Plants).

Treatment Plant Numbers – 4.62 Million Gallons. (Approx. 156,000 Gal / Day)

Other Activities –

Checking WWTP Construction Progress W/ Engineers.

Hauling Sludge.

Timber Harvest Monitoring.

Leveled Yard For Asphalt Prep.

Office Organization & Cleanup. & Hydrant for WWTP.

Paving WWTP.

Main Computer Backup Weekly.

Monthly Fire Extinguisher Checkups.

Cleaned Digester for contractors.

Repaired Sewer Line on 11th St s.

Replaced Sensor Cap for LDL Probe.

Jetted Line for State Farm on 18th St ne.

Plant walk through with D.O.E. (Carl Jones & Shawntee Greenway.)

City of Long Beach Activities Report

November 2019

Water Dept.

Call Outs - 1 (Water Plant.)

Meetings - 13 (2) Staff / (1) Contractor USFW Project / (1) Operators WTP / (1) Admin. / (2) Budget Meetings / (1) Contractor 67th project / (1) Evergreen Rural Apprenticeship / Evergreen Rural Circuit Rider / Evergreen Rural (Budget) / Schools (Career Day) / Evaluations

Safety Meetings - 1 (All Safety Review.)

Plant Management - Paperwork / Time Cards / Monthly DOH Report / Monthly DMR's. / Monthly Report / Bills / Log Book / Called Locates / Reviewing ROW Permits / Plant Walk Through / Res Inspections.

Customer Service - 4

Locates - 9

Emergency Locates – 1 (PUD 11th St s.)

Re-reads - 10

Install New Meters - 1 (4th St ne)

Meter Reinstall – 0

New Service Investigations – 3

Valve Investigation - 0

New Service Prep – 1

Valve Can Raising - 0

Meter Removal – 0

Meter Repairs - 8

Hydrant / Stand Pipe Maint. – 0

Shut Off's - 5

Emergency Shut Offs – 0

Turn On's - 3

Res. Checking - 2

Res. Maint. –1 (Dolman Res. Air Relief Valves.)

Leak Repairs - 3 (7th St ne, 1611 blvd s , 120th)

Leak Investigations - 3

Equipment Cleanup - 4

System Samples - Weekly entire system.

Samples to Lab - 2

Training - Larry K - Water Distribution Manager Review.

Treatment Plant Numbers - 12,443,000 Gallons. (Approx, 414,700 Gal. / Day)

Other Activities –

Reading Meters. (Long Beach.)

Flushing Hydrants in System.

Festival Setup X-mas tree.

Checking Timber Harvest Progress / Cleanup.

Moving Pipe in Yard for Contractors,

Prepping Yard For Paving.

Clean up & Checking Dolman Air Relief Valves.

Replacing Remote Read Meters. Breakers Condos , Old Sears Building.

Town Cleanup. (Trash) Illegal Dumping (25th St ne, 14th St w)

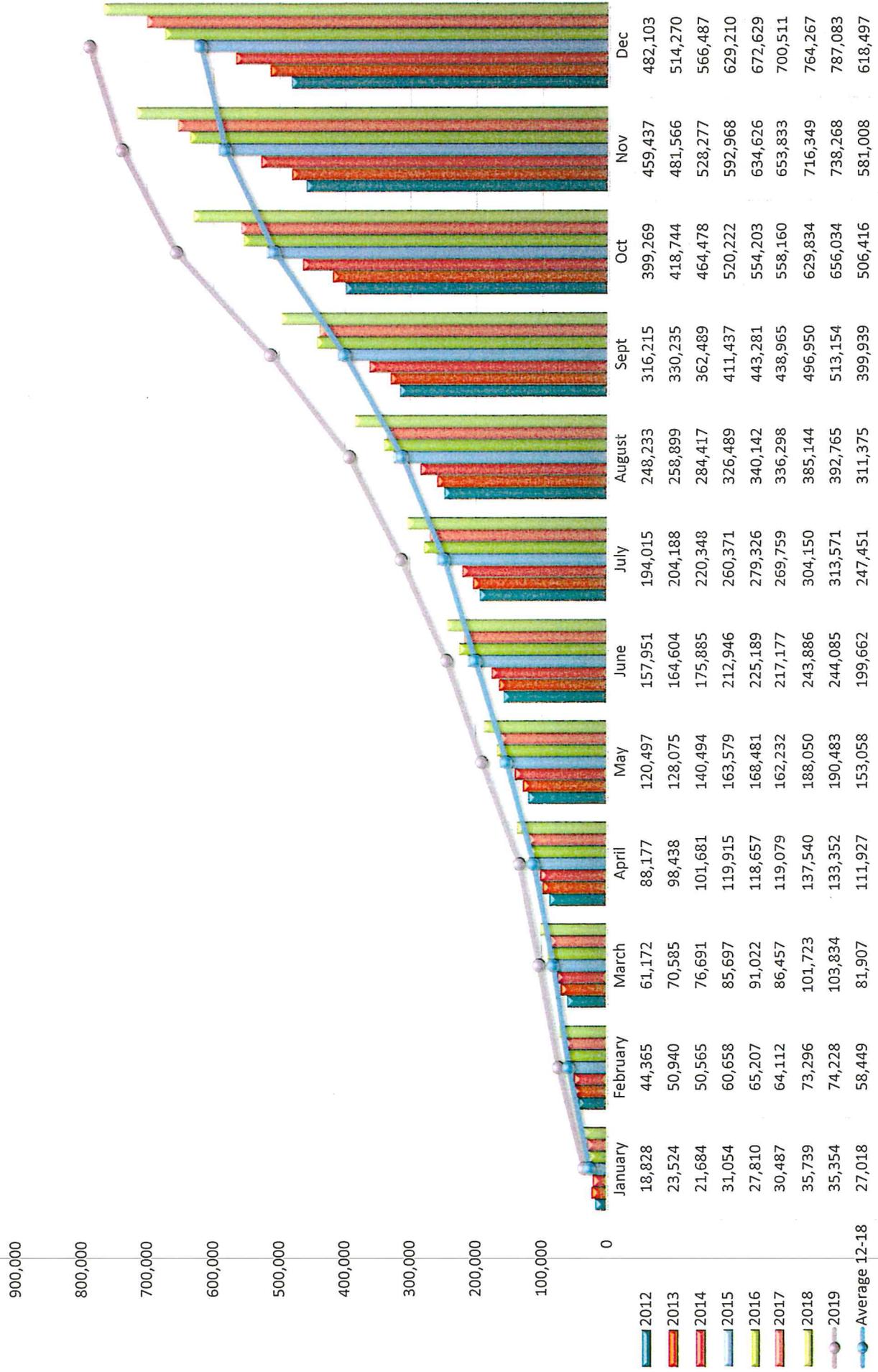
Shop Yard Paving Naselle Rock.

Prep for Paving 3rd St. Restrooms.

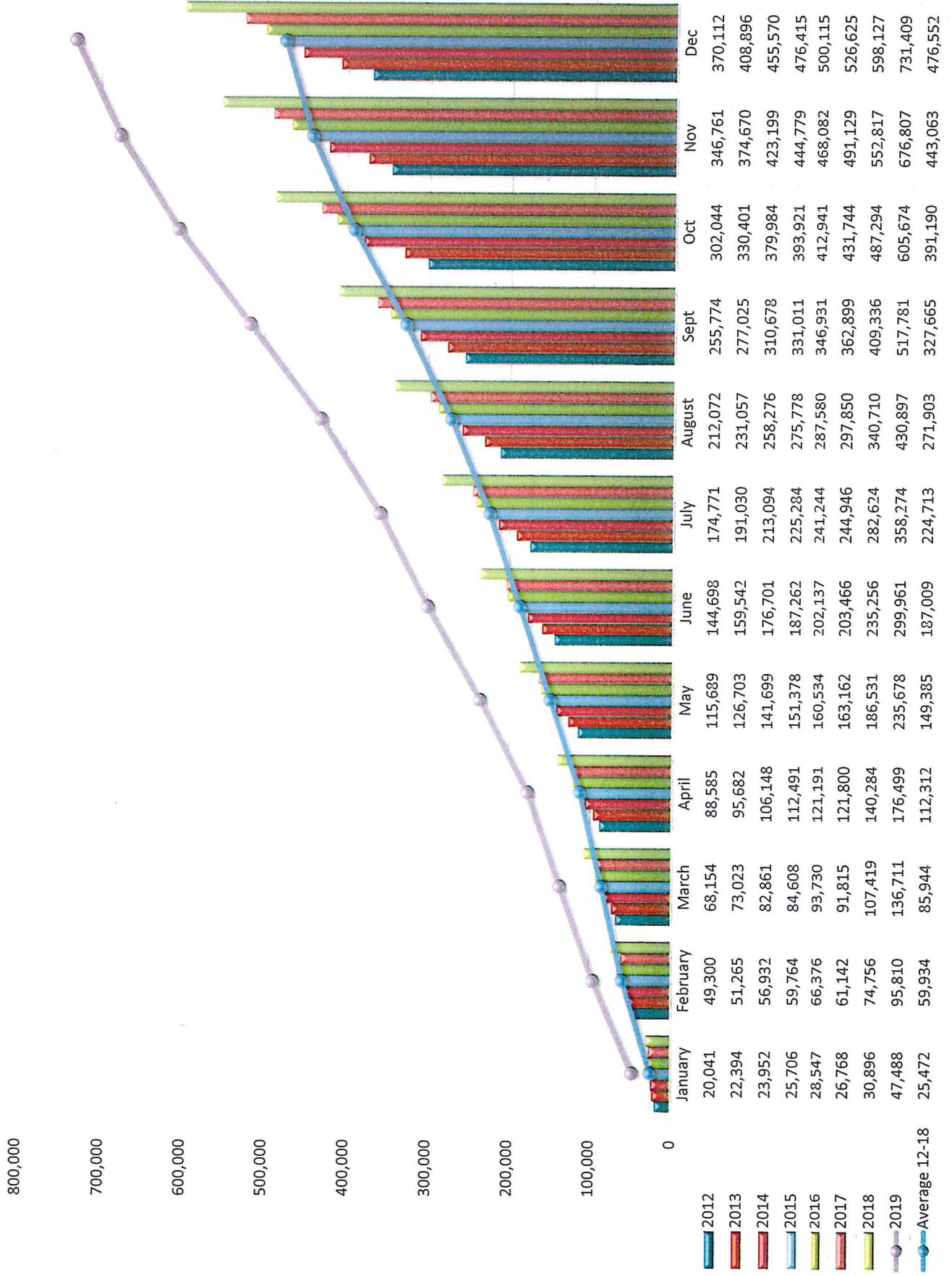
Locating 67th 2" Poly Line.

Fire Prevention At School.

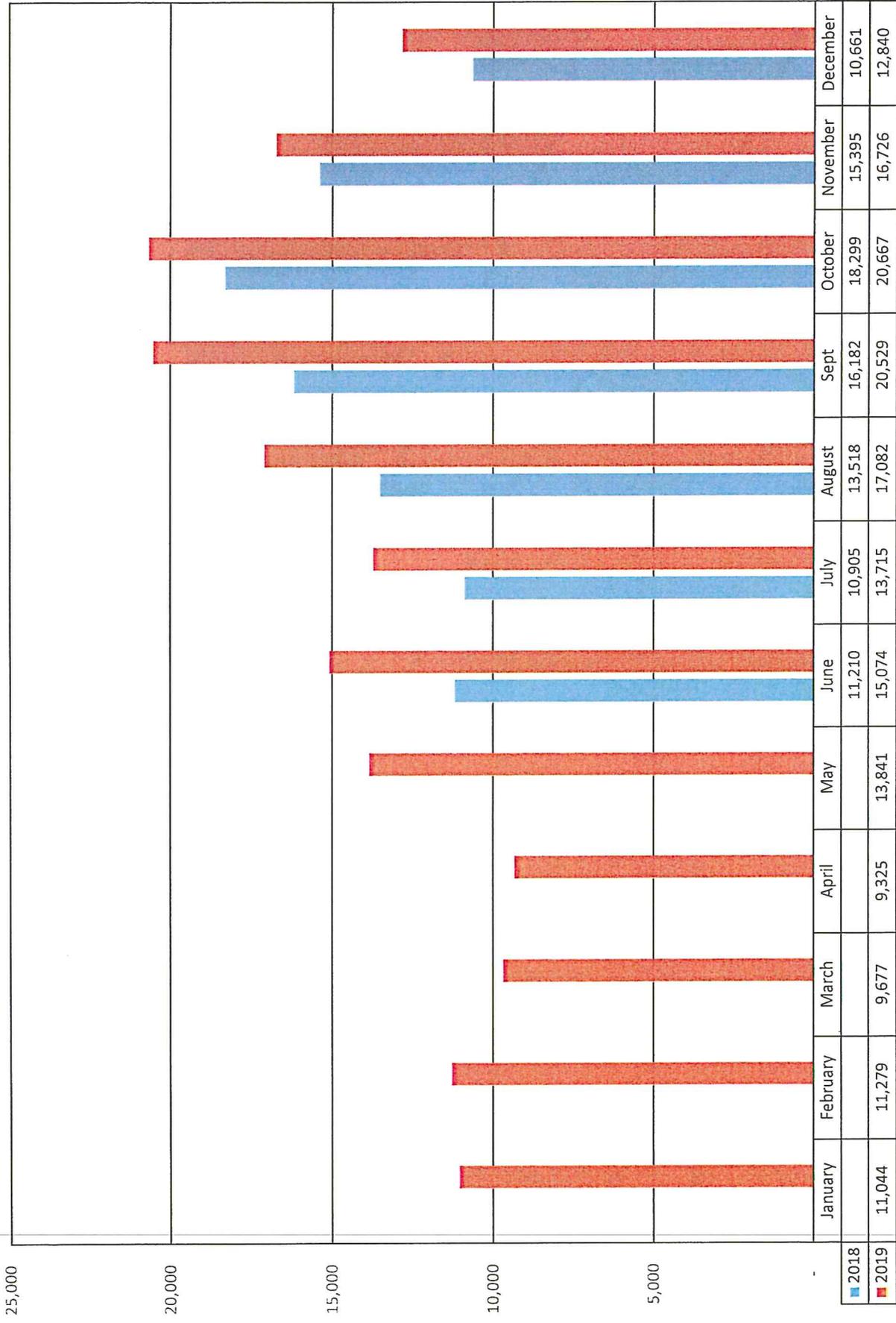
Lodging Tax Collections



Sales Tax Collections



Transportation Benefit District



Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

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

01-01-20

Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for December 2019

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

Long Beach

368 Total Incidents

Aid Call Assists: 4

Alarms: 2

Animal Complaints: 1

Assaults: 7

Assists: 71

(Includes 17 PCSO, 1 WSP And 0 Other Agency Assists Outside City Boundaries)

Burglaries: 1

Disturbance: 9

Drug Inv.: 0

Fire Call Assists: 2

Follow Up: 91

Found/Lost Property: 13

Harassment: 11

Malicious Mischief: 2

MIP – Alcohol: 1

MIP – Tobacco: 0

Missing Persons: 2

Prowler: 3

Runaway: 0

Security Checks: 48

Suspicious: 22

Thefts: 7

Traffic Accidents: 3

Traffic Complaints: 14

Traffic Tickets: 9

Traffic Warnings: 20

Trespass: 5

Warrant Contacts: 6

Welfare Checks: 14

Ilwaco (Includes 18 Calls At Port)

203 Total Incidents

Aid Call Assists: 1

Alarms: 2

Animal Complaints: 4

Assaults: 5

Assists: 25

Burglaries: 0

Disturbance: 10

Drug Inv.: 2

Fire Call Assists: 1

Follow Up: 45

Found/Lost Property: 0

Harassment: 12

Malicious Mischief: 0

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 0

Prowler: 3

Runaway: 0

Security Checks: 30

Suspicious: 12

Thefts: 4

Traffic Accidents: 3

Traffic Complaints: 1

Traffic Tickets: 3

Traffic Warnings: 19

Trespass: 7

Warrant Contacts: 1

Welfare Checks: 13

On December 7th the department participated in the annual "Shop With A Cop" event. This event is organized by the department and the local Rotary Club. This year we had 18 children involved and law enforcement personnel from the Long Beach Police Department, Pacific County Sheriff's Department, Washington State Patrol, Washington State Department of Fish and Wildlife, Washington State Parks and the United States Fisheries Department. The Lost Roo donated a breakfast for all and then a parade was held with the kids in the patrol vehicles. We ended up at Dennis Company. Dennis Company donated \$100.00 for each child to spend for gifts. The event was a great time.

On the 30th Officer Mike Parker participated in the funeral procession for Pierce County Deputy Cooper Dyson. He took the department motorcycle for the procession.

New Year's Eve was fairly quiet although we did have a fight with multiple people at one of our drinking establishments.



Flint R. Wright
Chief of Police