

AGENDA – Monday, December 5, 2016 7:00 p.m. City Council Meeting Long Beach City Hall 115 Bolstad Avenue West

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

Call to order

Mayor Phillips, Council Member Linhart, Council Member Caldwell,

And roll call

Council Member Murry, Council Member Hanson and Council Member Kemmer.

PUBLIC COMMENT

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

CONSENT AGENDA - TAB A

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

- Minutes, November 21, 2016 City Council Meeting
- Payment Approval List for Warrant Registers 56727-56750 & 80777-80833 for \$162,550.86

BUSINESS

- AB 16-63 Ordinance Establishing 2017 Budget- PUBLIC HEARING TAB B
- AB 16-64 Ordinance Establishing 2017 Water, Stormwater and Sewer rates TAB C
- AB 16-65 Teamsters Union Contract TAB D
- AB 16-66 Project Homeless Connect 2017 TAB E
- Mayor's Proclamation for Daughters of the American Revolution TAB F

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS – TAB G

- Charter Letter Discontinuation of Channel 59 Northwest Cable News
- Police Chief Report for November
- 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.

December 19, 2016, January 3, 2017 and January 16, 2017

ADJOURNMENT

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

TAB-A

LONG BEACH CITY COUNCIL MEETING

November 21, 2016

6:00 p.m. COUNCIL WORKSHOP: WS 16-22- Budget Workshop- Lodging Tax & Capital Improvement Funds

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

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

ROLL CALL

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

PUBLIC COMMENT

No public comments.

CONSENT AGENDA

Minutes, November 7, 2016 City Council Meeting Payment Approval List for Warrant Registers 56693-56726 & 80726-80776 for \$127,919.89

C. Linhart made the motion to approve the Consent Agenda. C. Hanson seconded the motion. 5 Ayes, motion passed.

BUSINESS

AB 16-58 Resolution 2016-09 Capital Facilities Plan – PUBLIC HEARING

Ariel Smith, Community Development Director, presented the Agenda Bill. City staff, along with the Mayor, have put together a 5-year plan outlining infrastructure needs. This plan covers the estimated potential cost, the year in which it should be replaced and the possible funding source. This plan also serves as a guideline for upcoming projects. C. Linhart made the motion to approve resolution 2016-09 establishing a Capital Facilities Plan for the city. C. Kemmer seconded the motion. 5 Ayes, motion passed.

AB 16-59 2017 Property Tax Levy -- PUBLIC HEARING

David Glasson, City Administrator, presented the Agenda Bill. The preliminary budget has been prepared with a 1.0% increase in property taxes, plus any new construction, banked amount and annexations. The amount of increase for 2017 is \$12,008 over the collections for 2016. C. Linhart made the motion to approve resolution 2016-10 setting property tax rates; C. Kemmer seconded the motion. 4 Ayes, 1 Nay (C. Murry), motion passed.

AB 16-60 2017 Preliminary Budget -- PUBLIC HEARING

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

AB 16-61 Long Beach Train Depot – Shoeboxes of Joy

Ragan Myers, Tourism & Events Coordinator, presented the Agenda Bill. Last year the Long Beach City Council chose to allow the Shoeboxes of Joy organizers to use the Long Beach Train Depot free of charge due to the large community service that they offer through this program. The Shoeboxes of Joy committee would like to use the Train Depot November 21st – December 23rd, 2016 free of charge in hopes of being able to continue this much-needed community service. Over 3,000 individuals were provided service in 2015. C. Linhart made the motion to approve the request for Shoeboxes of Joy to use the Train Depot free of Charge; C. Hanson seconded the motion. 5 Ayes, motion passed.

AB 16-62 Western Fireworks Contract

David Glasson, City Administrator, presented the Agenda Bill. Staff believes the city has had excellent service and a great show in the past and feels the city should move forward with this purchase. Western Display Fireworks can offer a discount and provide more fireworks for the same amount if we agree to provide the show prior to them ordering the supplies to make them. C. Hanson made the motion to approve and authorize the Mayor to sign the 2017 Fireworks Contract. C. Murry seconded the motion; 5 Ayes, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

• Brownsfield Grant – Open House

ADJOURNMENT

The Mayor adjourned the meeting at 7:17 p.m.

A TTPOT.	Mayor	
ATTEST:		
City Clerk		



Warrant Register

Check Periods: 2016 - November - Second

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

Council Member	
Council Member	
Council Member	
Clerk/Treasurer	

56727 56728 56729 56730 56731 56732 56733 56736 56736 56737 56740 56741 56742 56742 56745 56745 56748 56748 56749 56778 80778 80778
Bell, Helen S Binion, Jacob Booi, Kristopher A Campbell, Mathias A Gilbertson, Bradley K Goulter, John R. Huff, Timothy M. Luethe, Paul J Mortenson, Tim Padgett, Timothy J Russum, Richard Warner, Ralph D. Wood, Matthew T Wright, Flint R Zuern, Donald D. Campbell, Mathias A AFLAC Association of WA Cities City of Long Beach - Fica City of Long Beach - FWH Dept of Labor & Industries Dept of Retirement Systems Def Comp Massmutual Retirement Services Teamsters Local #58 Bank of The Pacific CenturyLink EverBank Kemmer, Holli Krewson, Donna
Billio Para Cleaning De 11/18/2016
\$292.94 \$1,738.84 \$1,350.20 \$362.74 \$1,432.22 \$1,563.26 \$1,570.46 \$1,570.46 \$1,552.86 \$1,987.16 \$1,426.57 \$1,497.86 \$2,148.95 \$2,148.95 \$2,148.95 \$2,148.95 \$2,148.95 \$2,148.95 \$2,055.10 \$2,055.10 \$2,055.10 \$25,030.61 \$11,031.46 \$8,739.36 \$1,954.61 \$1,200.00 \$8,739.36 \$1,954.61 \$1,200.00 \$8,739.36 \$1,954.61 \$1,200.00 \$8,739.36 \$1,954.61 \$1,200.00 \$8,739.36 \$1,954.61 \$1,200.00 \$8,739.36 \$1,954.61 \$1,200.00 \$8,739.36

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k \$162,550.86 \$162,550.86	Total Check Grand Total		
\$70.39	12/2/2016	Zee Medical Service Co.	80833
\$1,000.00 \$2,137.60	12/2/2016 12/2/2016	Water Music Festival	80831
\$4,625.45	12/2/2016	Wadsworth Electric	80830
\$4,673.78	12/2/2016	Vision Municipal Solutions	80829
\$320.08	12/2/2016	Verizon Wireless	80828

TAB - B



CITY COUNCIL AGENDA BILL

AB 16-63

Meeting Date: December 5, 2016

SUBJECT: 2017 Budget		Originator:
Adoption	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST:	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: 2017 Final Budget Public Hearing

RECOMMENDED ACTION: Receive public comment on the proposed budget. If the City Council is satisfied, adopt Ordinance 932, otherwise continue the public hearing to a future date.

ORDINANCE No. 932

AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON, ADOPTING THE 2017 FINAL BUDGET.

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, that the 2017 Final Budget is hereby adopted.

PASSED this 5th day of December, 2017.

AYES	NAYS	ABSENT	ABSTENTIONS
		MAYOR	
ATTEST:			
Clerk			

DESCRIPTION	2017 Budget
Revenues	
BEGINNING FUND BALANCE TOTAL BEGINNING FUND BALANCE	143,399 143,399
TAXES	
PROPERTY TAXES (1% Increases)	452,970
PROPERTY TAXES (Refund)	18,556
SALES TAX	450,000
BUS. TAXES CABLE TV	20,000
BUS. TAX - TELEPHONE	38,000
BUS. TAX - PUD	115,000
BUS. TAXES - WATER	160,600
BUS. TAX - STORM WATER	12,650
GAMBLING TAX	19,000
TOTAL TAXES	1,286,776
LICENSES & PERMITS	
BUSINESS LICENSES	60,000
BUILDING PERMITS - LONG BEACH	30,000
BUILDING PERMIT - ILWACO	12,000
VARIANCES & MISC. PLANNING	1,000
WEAPONS PERMIT	400
TOTAL LICENSES & PERMITS	103,400
INTERGOVERNMENTAL REVENUE	
ILWACO COURT CONTRACT	-
ILWACO JAIL FEES	3,000
PUD PRIVILEGE TAX	14,000
STREAMLINED SALES TAX	10,000
CRIMINAL JUSTICE-HI CRM	1,000
CRIMINAL JUSTICE-LOC-POP	500
CRIM JUS-POP	1,000
CRIM JUS-DCD #1	500
CRIM JUS-DCD #2	-
DUI - CITIES	200
LIQUOR EXCISE TAXES	3,000
LIQUOR BOARD PROFITS	12,000
TOTAL INTERGOVERNMENTAL REV.	45,200
CHARGES FOR SERVICES	
CIVIL FILINGS, LAW LIBRARY	-
WARRANT COSTS	100
DEF PROS ADM CS	-

DESCRIPTION	2017
DESCRIPTION COPY/TAPE FEES	Budget
FIRE PROTECTION SERVICES	338
RECORDS CHECK FEE	450
ADULT PROB. CHGS.	100
SNTNC COMPL FEE	8,000
IT time Pay Fee	250
Booking Fees	125
TOTAL CHARGES FOR SERVICES	9,363
FINES & FORFEITS	
JIS/TRAUMA & LOCAL JIS ACCNT.	-
LOCAL/JIS ACCOUNT	-
TRAFFIC INFRACTION	3,650
LEGIS ASSMNT	200
NON-TRAFFIC INFRACTION	-
CRIME VICTIMS	-
OTHER INFRACTIONS	100
DUI FINES	250
CRI CNV FEE DUI	100
CRI CONV FE CT	100
CRIMINAL TRAFFIC MISD.	300
CRIMINAL TRAFFIC MESDEMEANOR	500
CNTY DRUG BUY	-
CITY DRUG BUY COURT COST RECOUPMENTS	3,000
CRIME VICTIMS	800
PUBLIC DEFENSE COSTS	1,000
WARRANT/SUBP-SHF	350
CRT COST RECOUP	350
I Conv FEE CN	25
D/M Int Income Current Expense	25
Court Current Expense	3,000
D/M Income	25
TOTAL FINES & FORFEITS	13,775
MISCELLANEOUS REVENUES	
INVESTMENT INTEREST	100
Ilwaco Contract - Office Assistance	-
SALES INTEREST	150
RENT REVENUE	100
SMA Grant 2013	
FUND CONTRIBUTIONS	3,000
Squirting Clam	1,300
Fireworks Donations	5,000
PROJECT SAFE HAVEN	49,000

CURRENT EXPENSE - 001

	2017
DESCRIPTION	Budget
MISCELLANEOUS REVENUES	250
TOTAL MISCELLANEOUS REVENUES	58,900
TOTAL REVENUES	1,517,414
NON-REVENUES	
CRIME VICTIMS	100
LOAN REPAYMENT - STREETS	-
TRAN WATER TO CURRENT EXP LOAN	
TRAN SEWER TO CURRENT EXP LOAN	23,854
JIS/TRAUMA	-
LOCAL/JIS ACCOUNT	
OTHER RECEIPTS	-
TOTAL NON-REVENUES	23,954
TOTAL CURRENT EXPENSE FUND	1,684,767

Expenditures

CURRENT EXPENSE

LEGISLATIVE	
SALARIES	24,000
BENEFITS & TAXES	4,013
OFFICE SUPPLIES	300
TRAVEL	1,500
LEGAL ADVERTISING	300
MISCELLANEOUS	8,500
TRAINING	1,500
TOTAL LEGISLATIVE	40,113
JUDICIAL	
SALARIES	34,720
BENEFITS	7,626
OPERATING SUPPLIES	50
LEGAL FEES	12,000
COUNTY COURT CONTRACT	14,280
COMMUNICATIONS	500
TRAVEL	-
MISCELLANEOUS	100
COUNTY JAIL - LONG BEACH	8,000
COUNTY JAIL - ILWACO	
TOTAL JUDICIAL	77,276

FINANCE & ADMINISTRATION

	2017
DESCRIPTION	Budget
SALARIES	74,258
BENEFITS OPERATING CURRINGS	39,267
OPERATING SUPPLIES	6,500
ACCOUNTING SERVICES	16,000
PROFESSIONAL SERVICES	2,000
COMMUNICATIONS TRAVEL	4,000 2,000
TRAINING	2,000 1,500
LEGAL ADVERTISING	500
REPAIRS AND MAINTENANCE	100
INSURANCE	6,000
DUES & ASSOCIATIONS	1,000
PRINTING	-,000
MISCELLANEOUS	500
EQUIPMENT	1,000
TOTAL FINANCE & ADMINISTRATION	154,625
LEGAL	
PROFESSIONAL SERVICES	18,000
TOTAL LEGAL	18,000
FACILITIES	
OPERATING SUPPLIES	-
UTILITIES	2,500
REPAIRS & MAINTENANCE	1,000
MISCELLANEOUS	1,500
REMODELING - CITY HALL	2,500
TOTAL FACILITIES	7,500
ASSOCIATION WASHINGTON CITIES	700
CONTRIBUTIONS	700
TOTAL AWC	700
FIRE CONTROL	22.040
SALARIES	23,940
BENEFITS OPERATING SUPPLIES	7,500
OPERATING SUPPLIES OFFICE SUPPLIES	12,500 300
PROFESSIONAL SERVICES	1,300
COMMUNICATIONS	12,000
TRAVEL	1,000
INSURANCE	19,500
FACILITIES	20,000
UTILITIES	6,000
REPAIRS & MAINTENANCE	10,000

	2017
DESCRIPTION	Budget
MISCELLANEOUS	1,000
EQUIPMENT	9,000
TRAINING	1,500
TOTAL FIRE CONTROL	125,540
BUILDING INSPECTOR	24.422
SALARIES	24,422
BENEFITS OPERATING SUPPLIES	18,038 1,100
CODE ENFORCEMENT	2,000
PROFESSIONAL SERVICES	600
TRAINING	1,500
DUES AND ASSOCIATIONS	135
TRAVEL	1,000
MISCELLANEOUS	300
EQUIPMENT	1,000
MEMBERSHIPS	575
TOTAL BUILDING INSPECTOR	50,670
CIVIL DEFENSE	
EMERGENCY MANAGEMENT	14,175
TOTAL CIVIL DEFENSE	14,175
BEACH PATROL	
PROFESSIONAL SERVICES	
TOTAL BEACH PATROL	
TOTAL BLACKT ATTOL	
AIR POLLUTION	
OLYMPIC AIR POLLUTION CONTROL	900
TOTAL AIR POLLUTION	900
PLANNING	
SALARIES	35,602
BENEFITS	22,379
OPERATING SUPPLIES	1,000
PRINTING	100
PROFESSIONAL SERVICES	12,000
TRAVEL LEGAL ADVERTISING	2,000
	3,000
Project Safe Haven Dune to Pond Trail	56,000
MISCELLANEOUS	500
EQUIPMENT	-
LEGAL SERVICES	4,000
TRAINING	2,000
THE MITTING	2,000

DESCRIPTION	2017 Budget
Shoreline Master Program	
MEMBERSHIP	400
TOTAL PLANNING	138,981
ALCOHOLISM	
COUNTY CONTRIBUTION	750
TOTAL ALCOHOLISM	750
PARKS	
SALARIES	29,133
BENEFITS	12,509
OPERATING SUPPLIES	35,000
PROFESSIONAL SERVICES	250
INSURANCE	6,000
UTILITIES	9,500
REPAIRS & MAINTENANCE	27,000
MISCELLANEOUS	
EQUIPMENT	4,000
CULBERTSON PARK IMPROVEMENTS	6,000
MISCELLANEOUS	6,000
TRAVEL	500
SKATEBOARD PARK	-
LANDSCAPING	16,500
RESTROOM FACILITIES	1,000
DUNE PARK	
TREE CONTROL	
TRAIN DEPOT/KITE MUSEUM	4,000
BOARDWALK MISC.	
TOTAL PARKS	157,392
TOTAL EXPENDITURES	786,621
AGENCY DISBURSEMENTS	6,000
TOTAL NON-EXPENDITURES	6,000
TRANSFERS	
TRANSFER TO LAW ENFORCEMENT	718,000
BINGO BUILDING BOND	9,709
TRANSFER TO FIRE EQUIP.	6,000
TOTAL CONTRIBUTIONS	733,709
TOTAL CURRENT EXPENSE FUND	1,526,330

	2017
DESCRIPTION	Budget
Carry Over to next year	158,437

CAPITAL PROJECTS FUND - 003

DESCRIPTION Revenues	2017 Budget
BEGINNING FUND BALANCE TOTAL BEGINNING FUND BALANCE	173,499 173,499
REAL ESTATE EXCISE TAX RCO - STANLEY FIELD DONATIONS	16,000 75,000
WS TRANSPORTAION IMP. BOARD DUNE TO POND	181,562
PRIVATE GRANT TOTAL REVENUES	2,000 274,562
TOTAL CAPITAL PROJECTS FUND	448,061
Expenditures	
STANLEY FIELD CITY MATCH STANLEY FIELD IMPROVEMENTS DUNE TO POND	256,000
STREET IMPROVEMENTS TOTAL EXPENDITURES	191,118 447,118
TOTAL CAPITAL PROJECTS FUND	447,118
Carry Over to next year	943

LAW ENFORCEMENT - 004	
DESCRIPTION	2017 Budget
Revenues	
BEGINNING FUND BALANCE TOTAL BEGINNING FUND BALANCE	12,867 12,867
WEAPONS PERMITS WASPC GRANT Wellspring Grant LAW ENFORCEMENT SERVICES OTHER RECEIPTS	350 2,900 10,000 241,733 10,000
TOTAL NON REVENUES	264,983
TRANSFER FROM CURRENT EXPENSE	718,000
TOTAL OTHER FINANCING SOURCES	718,000
TOTAL LAW ENFORCEMENT	995,850
Expenditures	
SALARIES BENEFITS OPERATING SUPPLIES OFFICE SUPPLIES PROFESSIONAL SERVICES COMMUNICATIONS TRAVEL INSURANCE UTILITIES FACILITIES REPAIRS & MAINTENANCE MISCELLANEOUS EQUIPMENT UNIFORMS PRINTING TRAINING COMPUTER POLICE VEHICLE RESERVES DRUG TASK FORCE TOTAL EXPENDITURES	502,161 254,488 27,000 6,000 18,000 61,640 7,000 5,000 3,500 18,000 1,000 1,000 1,000 42,000 42,000 1,000 10,000 989,789
AGENCY DISBURSEMENTS TOTAL LAW ENFORCEMENT Carry Over	200 989,989 5,860

Revenues

DESCRIPTION	2017 Budget
FIRE EQUIPMENT FUND - 005	
BEGINNING FUND BALANCE TOTAL BEGINNING FUND BALANCE	30,237 30,237
PROPERTY TAXES - 2002 BOND INVESTMENT INTEREST CONTRIBUTIONS TOTAL REVENUES	
TRANSFERRED FROM 001 TOTAL OTHER FINANCING SOURCES	6,000 6,000
TOTAL OTHER FINANCING SOURCES	6,000
TOTAL FIRE EQUIPMENT FUND	36,237
Expenditures	
FIRE EQUIPMENT FUND - 005	
EQUIPMENT FACILITIES TOTAL NON-EXPENDITURES	-
EQUIPMENT	
TOTAL FIRE EQUIPMENT	**
Carry Over to next year	36,237

DESCRIPTION	2017 Budget
STREET FUND - 101	
Revenues	
BEGINNING FUND BALANCE TOTAL BEGINNING FUND BALANCE	107,947 107,947
PROPERTY TAX ARTERIAL STREET FUEL TAX BEACH APPROACH FEES MOTOR VEHICLE FUEL TAX PACIFIC COUNTY CONTRIBUTION INVESTMENT INTEREST CONTRIBUTIONS FUND CONT - SALE OF SURPLUS	150,500 12,000 20,000 14,000 10,000
TOTAL REVENUES	207,800
OTHER RECEIPTS	3,000
TOTAL NON-REVENUES	3,000
	318,747
TOTAL STREET FUND	310,747
Expenditures	310,747
	310,747
Expenditures	64,978 37,660 - 8,000 - 110,638
Expenditures STREET FUND - 101 STORM DRAINAGE STREETS SALARIES STREETS BENEFITS STREETS TRAINING Surfacing Improvements STORM DRAINAGE UTILITIES STORM DRAINAGE UTILITIES STORM DRAINAGE REPAIRS/MAINT. TOTAL STORM DRAINAGE SPECIAL PURPOSE PATHS SPECIAL PURPOSE PATHS-IMPR. TOTAL SPECIAL PURPOSE PATHS	64,978 37,660 - 8,000
Expenditures STREET FUND - 101 STORM DRAINAGE STREETS SALARIES STREETS BENEFITS STREETS TRAINING Surfacing Improvements STORM DRAINAGE UTILITIES STORM DRAINAGE REPAIRS/MAINT. TOTAL STORM DRAINAGE SPECIAL PURPOSE PATHS SPECIAL PURPOSE PATHS-IMPR.	64,978 37,660 - 8,000 - 110,638 5,000

	2017
DESCRIPTION	Budget
TRAVELED WAY MAINT. SUPPLIES	11,000
TRAVELED WAY PROF. SERVICES	4,500
TRAVELED WAY REPAIRS & MAINT.	10,000
TRAVELED WAY MISCELLANEOUS	7,000
EQUIPMENT	
TOTAL TRAVELED WAY	62,500
TRAFFIC CONTROL	
TRAFFIC CONTROL	0.000
STREET LIGHTING	3,000
STREET LIGHTING UTILITIES	23,000
TOTAL STREET LIGHTING	26,000
STREET CLEANING	
STREET CLEANING OPER. SUPPLIES	5,000
STREET CLEANING MAINT SUPPLIES	2,500
TOTAL STREET CLEANING	7,500
TOTAL EXPENDITURES	212,238
TRANSFER TO ARTERIAL STREETS	
LOAN REPAY TO General Fund -001	
TOTAL NON-EXPENDITURES	-
TOTAL HOREM ENDITORIES	
TOTAL STREETS	212,238
Carry Over	106,509

CITY OF LONG BEACH REVENUES

DESCRIPTION	2017 Budget
LODGING TAX FUND - 103	
BEGINNING FUND BALANCE TOTAL BEGINNING FUND BALANCE	347,467 347,467
HOTEL-MOTEL TAXES, ORIGINAL 2% HOTEL-MOTEL 3% INVESTMENT INTEREST	222,000 333,000
FUND CONTRIBUTIONS TROLLEY CONTRIBUTIONS FIREWORKS DONATIONS BANNER REVENUE	1,000 11,526 5,000 500
TOTAL REVENUES	573,026
TOTAL LODGING TAX FUND	920,493
EXPENSES	
LODGING TAX FUND - 103	
FESTIVAL SALARIES FESTIVAL BENEFITS OPERATING SUPPLIES UTILITIES REPAIRS & MAINTENANCE EQUIPMENT VISITORS BUREAU - OPERATIONS VISITORS BUREAU - PUBLIC RELATIONS VISITORS BUREAU - WEBSITE VISITORS BUREAU - MARKETING MISCELLANEOUS SOCIAL NETWORKING	132,557 72,606 3,500 2,800 4,000 24,750 224,060
PACKAGE TOURS "BIG STAGE"	25,000 24,850
ADVERTISING ADVERTISING - BEACH PLANNER ADVERTISING - CONTINGENCY ADVERTISING - SPECIAL PROJECTS ADVERTISING - TELEVISION ADVERTISING - WSTP ADVERTISING - WSTP	
ANNUAL FIREWORKS BANNERS	23,000 5,500
BEACH TO CHOWDER BOARDWALK REPAIR DOGGIE OLYMPICS	10,000 75,000
EDC ANNUAL DONATION FARMERS MARKET FESTIVAL SECURITY HALF MARATHON	2,000 4,000 35,725
HOLIDAY LIGHTS HOLIDAYS AT THE BEACH ILWACO CHARTER ASSOCIATION ILWACO COACHES TOURNAMENTS JAKE'S BIRTHDAY KITE FESTIVAL KITE MUSEUM	5,000 6,000 1,000 1,000 8,000 20,000 26,500

CITY OF LONG BEACH REVENUES

DESCRIPTION	2017 Budget
LOYALTY DAY PARADE	7,500
MISCELLANEOUS EXPENDITURES	3,000
NEW RESTROOM	30,000
RAZOR CLAM FESTIVAL	10,000
RODEO	3,500
SAND CASTLE CONTEST	11,500
SUMMERFEST	24,300
SURF PERCH DERBY	500
HOSPITALITY TRAINING	
TROLLEY OPERATIONS AND MAINT.	8,000
TROLLEY CAPITAL EXPENSES	-
WATER MUSIC FESTIVAL	1,000
WIFI FOR FESTIVALS - TRIAL	
TOTAL EXPENDITURES	836,648
Property Purchase (principal)	34,305
Property Purchase (interest)	6,712
TOTAL NON-EXPENDITURES	41,017
101111111111111111111111111111111111111	,
TOTAL LODGING TAX FUND	877,665
TOTAL ENDING FUND BALANCE	42,827

CAPITAL IMPROVEMENT FUND - 105

DESCRIPTION	2017 Budget
Revenues	
BEGINNING FUND BALANCE TOTAL BEGINNING FUND BALANCE	211,954 211,954
B & O TAX - 105 PENALTIES AND INTEREST INVESTMENT INTEREST	100,000
TOTAL REVENUES	100,000
STANLEY FIELD LOAN FARMERS MARKET INCOME SANDSIFTER LOAN LOAN FROM CONV. CENTER - 103 TOTAL NON REVENUES	7,000 130,000 —————————————————————————————————
TOTAL CAPITAL IMPROVEMENT FUND	448,954
Expenditures CAPITAL IMPROVEMENT FUND - 105	
SALARIES BENEFITS IMPROVEMENTS EQUIPMENT FARMERS MARKET AMBASSADOR TRAINING PROGRAM VEHICLES TOTAL EXPENDITURES	31,918 14,227 210,000 130,000 7,100 5,000
STANLEY FIELD LOAN PAYMENT TRANSFER TO 107 SANDSIFTER	19,477
TOTAL NON-EXPENDITURES TOTAL CAPITAL IMPROVEMENT	19,477 <u>417,722</u>
Ending Fund Balance	31,231

CITY OF LONG BEACH

WATER OPERATIONS FUND - 401

DESCRIPTION	2017 Budget
REVENUE	
BEGINNING FUND BALANCE	136,216
TOTAL BEGINNING FUND BALANCE	136,216
DUCINESS TAYES	
BUSINESS TAXES WATER RECEIPTS	1,595,000
WATER RECEIL TO	30,000
FUND CONTRIBUTIONS	5,000
BANK LOAN FOR ATTORNEY FEES	•
MISCELLANEOUS	300
TOTAL REVENUES	1,630,300
OTHER RECEIPTS	3,000
OTHER RECEIPTS FROM FUND 404/409	3,000
REFUNDS	
TOTAL NON-REVENUES	6,000
Loan repayment from Storm Water	10,000
TOTAL OTHER FINANCING SOURCES	10,000
TOTAL WATER OPERATIONS	1,782,516
EXPENDITURES	
WATER OPERATIONS FUND - 401	
ENGINEERING PROFESSIONAL SERV.	65,000
SALARIES	469,077
BENEFITS	269,215
OPERATING SUPPLIES	145,000
MAINTENANCE SUPPLIES	5,000
OFFICE SUPPLIES ACCOUNTING SERVICES	2,000 13,500
PROFESSIONAL SERVICES	30,200
COMMUNICATIONS	7,500
FACILITIES	5,000
TRAVEL	3,000
ADVERTISING	500
INSURANCE	60,000
UTILITIES	34,000
REPAIRS & MAINTENANCE	55,000
MISCELLANEOUS	15,000
EQUIPMENT	72,000
TRAINING	6,000
STATE EXCISE TAX	77,000

CITY OF LONG BEACH

WATER OPERATIONS FUND - 401

DESCRIPTION	2017 Budget
MADDOX CREEK CONSTRUCTION	
TOTAL EXPENDITURES	1,333,992
REFUNDS	3,000
	3,000
LOAN TO STORMWATER UTILITY	
TOTAL NON-EXPENDITURES	3,000
CONTRIBUTION W/S SINKING FUND	25,000
CONTRIBUTION TO 407 BOND	
1985 BOND REDEMP. CONTRIB.	39,666
WATER CONST. FUND CONTRIB.	
PWTF LOAN - WTP - MILLION GALLON	73,286
PWTF LOAN - DOHMAN DAM REPAIR	8,298
TRANSFER TO WATER EQUIPMENT	
USDA RURAL LOAN	101,354
USDA BOND RESERVE	10,135
PWTF - MICRO FILTER PLANT	34,944
REPAY LOAN FOR ATTORNEY FEE	
TRANSFER TO CURRENT EXPENSE LOAN	
TOTAL OTHER FINANCING USES	292,683
TOTAL WATER OPERATIONS	1,629,675
Carry Over	152,841

CITY OF LONG BEACH Sewer Operations - 402

DESCRIPTION	2017 Budget
REVENUES	
BEGINNING FUND BALANCE TOTAL BEGINNING FUND BALANCE	74,529 74,529
SEWER RECEIPTS SEWER CONNECTIONS MISCELLANEOUS	1,184,960 5,000 150
TOTAL REVENUES	1,190,110
Loan Repayment from Storm Water	10,000
TOTAL OTHER FINANCING SOURCES	10,000
TOTAL SEWER OPERATIONS	1,274,639
EXPENDITURES	
ENGINEERING PROFESSIONAL SERV.	2,500
SALARIES	405,473
BENEFITS	230,576
OPERATING SUPPLIES	70,000
MAINTENANCE SUPPLIES	5,000
OFFICE SUPPLIES	1,000
ACCOUNTING SERVICES	5,000
PROFESSIONAL SERVICES	12,000
COMMUNICATIONS	2,500
FACILITIES	-
TRAVEL	1,800
ADVERTISING	150
INSURANCE UTILITIES	8,145 35,500
REPAIRS & MAINTENANCE	45,000
MISCELLANEOUS	500
EQUIPMENT	50,070
SEWER INSPECTION & CLEANING	25,000
TRAINING	1,500
STATE EXCISE TAX	37,500
TOTAL EXPENDITURES	939,215

REFUNDS

CITY OF LONG BEACH

Sewer Operations - 402

DESCRIPTION LOAN TO STORMWATER	2017 Budget
TOTAL NON-EXPENDITURES	-
PWTF LOAN - WWTP PHASE 1	9,630
CCWF LOAN - WWTP PHASE 1	29,948
CCWF LOAN - WWTP PHASE 2	133,686
CCWF LOAN - WWTP P2 & 3 - DESIGN	16,880
1992 Bond Reserve Contribution	17,189
1985 Bond Redemp. Contribution	
TRANS. FUNDS TO CURRENT EXPENSE	23,854
TRANS. FUNDS TO SEWER CONST.	
TOTAL OTHER FINANCING USES	231,187
TOTAL SEWER OPERATIONS	1,170,402
Carry Over	104,237

STORM WATER UTILITY - 410

DESCRIPTION	2017 Budget
Revenues	
BEGINNING FUND BALANCE TOTAL BEGINNING FUND BALANCE	69,661 69,661
UTILITY TAXES STORM DRAINAGE RECEIPTS STORM UTILITY CONNECTIONS LOAN FOR N END DRAINAGE PRO INVESTMENT INTEREST TOTAL REVENUES	250,800 800 251,600
TOTAL STORM WATER UTILITY	321,261
Expenditures	
SALARIES BENEFITS OPERATING SUPPLIES PROFESSIONAL ENGINEERING SERV. UTILITIES INSURANCE REPAIR AND MAINTENANCE MISCELLANEOUS IMPROVEMENTS EQUIPMENT NORTH END DRAINAGE PROJECT STATE EXCISE TAX TOTAL EXPENDITURES	62,640 28,810 13,000 0 3,000 80,000 0 10,000 0 5,000 202,450
2014 Water & Sewer Loan repayment 2013 BOND REDEMPTION - N. WASH LOAN REPAYMENT - CURRENT EXP. TOTAL DEBT SERVICE	20,000 66,187 86,187
TOTAL STORM UTILITY	288,637
Carryover	32,625

TAB - C



CITY COUNCIL AGENDA BILL

AB 16-64

Meeting Date: December 5, 2016

	AGENDA IT	EM INFORMATION
SUBJECT: 2017 Water,		Originator:
Sewer and Storm Water	Mayor	
	City Council	
Rates adoption	City Administrator	DG
-	City Attorney	
	City Clerk/Treasurer	•
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST:	Water/Wastewater Supervisor	
	Other:	
SUMMARY STATEMENT: and Storm Water rates 10	Increasing the Water rates 10%.	5, Sewer Rates 12%
RECOMMENDED ACTION	: Adopt Ordinance 933.	

ORDINANCE No. 933

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

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

Section 1. RECITALS AND FINDINGS.

- 1.1 The City of Long Beach ("City") owns and operates a Waterworks Utility, including a water system, sewer system, and storm and surface water system ("Utility"), including both local and regional facilities.
- 1.2 The City has financed the acquisition and improvement of local and regional Utility facilities with the proceeds of its revenue bonds.
- 1.3 The facilities and services provided by the Utility are critical to the health, welfare and safety of the citizens of the City and the neighboring community served by the Utility.
- 1.4 Rate adjustments are necessary from time to time to ensure that sufficient revenues exist to properly maintain and efficiently operate the Utility, and make additions and planned improvements as appropriate.

Section 2. WATER RATES AND CHARGES.

2.1 Water rates for lots connected to the water system.

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

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

Inside City Limits:

METER SIZE	2015	2016	2017
Residential 3/4 - 1"	\$28.52	\$ 29.09	\$ 32.00
Commercial 3/4 1"	\$33.93	\$ 34.61	\$ 38.07
Commercial 1.5"	\$40.36	\$ 41.17	\$ 45.29
Commercial 2"	\$58.28	\$ 59.45	\$ 65.40
Commercial 3"	\$79.20	\$ 80.78	\$ 88.86

Outside City Limits: METER SIZE	2015	2016	2017
Residential 3/4 - 1"	\$ 42.80	\$ 43.66	\$ 48.03
Commercial 3/4 1"	\$ 50.89	\$ 51.91	\$ 57.10
Commercial 1.5"	\$ 60.50	\$ 61.71	\$ 67.88
Commercial 2"	\$ 87.43	\$ 89.18	\$ 98.10
Commercial 3"	\$118.80	\$121.18	\$133.30

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

Beginning on the 20th day of December 2016 and effective on the first day of January for each and every succeeding year on and after 2017, shall be subject to a commodity charge for each 100 cubic feet of water in excess of the 400 cubic foot minimum allowed per month thereof, as follows:

2017

2016

Inside City Limits:

Outside City Limits:	2045	2	016	-	0047
Commodity / 100 cu ft.	\$5.10	-	5.20	•	
Subservice Charge Nursing Home / Bed	\$2.99 \$1.14	\$ \$	3.05 1.16	•	

2015

	2013	 010	2	.0 17
Subservice Charge	\$4.48	\$ 4.57	\$	5.03
Nursing Home / Bed	\$1.71	\$ 1.74	\$	1.91
Commodity / 100 cu ft.	\$5.10	\$ 5.20	\$	5.72

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

Section 3. STORM AND SURFACE WATER RATES AND CHARGES.

Rates and charges.

- The rates and charges set forth in this chapter shall be considered uniform rates and A. charges for the following uniform rates per class of customers or service furnished by the system:
 - On and after December 20, 2016, and thereafter effective on the first day of 1. January for each and every succeeding year the rates shall be as follows:

	2015	2016	2017
Residential	\$9.97	\$10.97	\$12.07
Commercial (per/ERU)	\$9.97	\$10.97	\$12.07

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

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

Section 4. SEWER RATES AND CHARGES.

4.1 Sewer rates for connected lots.

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

A. Rates.

The monthly charges effective December 20, 2015 and January for each and every succeeding year the rates shall be as follows:

SEWER - In City Rate

-					
Sewer type		2016		2017	
Single Family Residence	\$	52.72	\$	59.05	
Apartments, Per Unit	\$	52.72	\$	59.05	
Motels, Base Charge	\$	70.32	\$	78.76	
Motels, each additional rental	\$	11.91	\$	13.34	
Condominiums, each rental	\$	52.72	\$	59.05	
Mobile Home Parks, each rental space	\$	52.50	\$	58.80	
Trailer Parks, Base Charge	\$	70.42	\$	78.87	
Trailer Parks, each hookup	\$	8.79	\$	9.84	
Laundromats, self-service & Dry Cleaning	\$	241.28	\$2	270.23	
Industrial Laundry	\$ -	439.22	\$4	191.93	
Car Washing Facilities	\$	241.28	\$2	270.23	
Canner Operations	\$	241.28	%:	270.23	

Restaurants, Taverns (first 20 person capacity)	\$ 100.66	\$112.74
Restaurants, Taverns (each additional 5 person capacity)	\$ 7.70	\$ 8.62
Schools - Summer Rate	\$ 131.72	\$147.53
Schools - Sept May (each occupant)	\$ 3.73	\$ 4.18
Nursing Homes, Convalescent Center base charge	\$ 61.56	\$ 68.95
Nursing Homes, Convalescent Center each patient bed	\$ 11.91	\$ 13.34
available		
Service Station	\$ 70.32	\$ 78.76
Churches, municipal parks & buildings	\$ 79.12	\$ 88.61
Theaters, large stores, banks, medical & Dental clinics,	\$ 80.69	\$ 90.37
mortuaries & beauty shops		
Fraternal Halls, per floor	\$ 114.26	\$127.97
Business offices, small stores & optometrist	\$ 57.32	\$ 64.20
State Parks Restroom Facilities	\$ 170.51	\$190.97

B. Sewer Rates Standards and Policies.

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

C. Disputes.

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

Section 5. AGGREGATE OF RATES.

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

Section 6. SEVERABILITY.

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

Section 7. REPEAL OF CONFLICTING ORDINANCES

City Clerk/Treasurer

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

Ordinance.			
Section 8. EFFECTIVE DATE			
This Ordinance shall take effect five days after publication.			
ADOPTED this 5 th day of December, 2016.			
AYES	NAYS	ABSENT	ABSTENTIONS
ATTEST:		Mayor	

TAB - D



CITY COUNCIL AGENDA BILL

AB 16-65

Meeting Date: December 5, 2016

	AGENDA IT	EM INFORMATION	
SUBJECT: 2017-2019		Originator:	
Teamsters Contract	Mayor		
reamsters Contract	City Council		
	City Administrator	DG	
	City Attorney		
	City Clerk/Treasurer		
	City Engineer		
	Community Development Director		
	Fire Chief		
	Police Chief		
	Streets/Parks/Drainage Supervisor		
COST	Water/Wastewater Supervisor		
	Other:		
SUMMARY STATEMENT: This is the final version of the contract.			
RECOMMENDED ACTION: Authorize staff to sign the contract.			

CITY OF LONG BEACH

 \mathbf{BY}

TEAMSTERS LOCAL NO. 58

CITY OF LONG BEACH - POLICE

JANURARY 1, 2017

TO

DECEMBER 31, 2019

CITY OF LONG BEACH - POLICE DEPARTMENT AGREEMENT

1. <u>INTRODUCTION</u>

1.1 Preamble

1.1.1 This Agreement is made and entered into by and between the City of Long Beach ("Employer") and Teamsters Local No. 58 ("Union").

2. RECOGNITION

2.1 Authority

2.1.1 All collective bargaining, with respect to wages, hours, and other working conditions of employment, shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

2.2 Scope of the Bargaining Unit

2.2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time employees of the Long Beach Police Department, excluding the supervisory and confidential employees.

3. UNION SECURITY

3.1 Employment Requirement

- **3.1.1** It is agreed that it shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain in good standing during the term of this Agreement. All employees who are hired after the effective date of this Agreement shall become and remain members of the Union in good standing, as a condition of their employment, within thirty (30) days after being hired.
- 3.1.2 The Employer, upon notification by the Union that an employee has not maintained good standing in the Union by payment of required dues, agrees to immediately suspend such employee without pay for seven (7) working days or until such time as the individual becomes a member in good standing with the Union; whichever comes first. Employees failing to meet the requirements set forth in this provision shall have their employment terminated by the Employer.
- **3.1.3** The Union and the employee agree to indemnify and hold harmless the Employer for any loss or damage arising from the operation of this provision.

3.2 Fair Share

3.2.1 Pursuant to Chapter 41.56.110, RCW, any employee who is not a member of the Union shall, as a condition of employment, pay the Union a monthly service charge equal

to the monthly Union dues as a contribution toward the administration of this Agreement. Employees who fail to meet this requirement shall be subject to suspension and/or termination as set forth in Section 3.1., *Employment Requirement*. The right of non-Union employees, based on bona fide religious tenets or teaching of a church or religious body of which employee is a member, are safeguarded. Such employees shall pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matters, the Public Employment Relations Commission shall designate the charitable organization.

3.3 Check off

- **3.3.1** The Employer agrees to deduct from the paycheck of each employee, who has so authorized, the regular monthly dues and initiation fees established by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on forms provided by the Union.
- 3.3.2 The Union and the employee agree to indemnify and hold harmless the Employer for any loss or damage arising from the operation of this provision. It is also agreed that neither any employee nor the Union shall have any claim against the Employer for any deductions made or not made unless a claim of error is made, in writing, to the Employer within forty-five (45) days after the date such deductions were or should have been made.

4. <u>EMPLOYEE DEFINITIONS</u>

4.1 Probationary Employee

4.1.1 An employee appointed from a certification that has not yet completed twelve (12) months of employment after successful completion of the police academy in accordance with the Long Beach Civil Service Rules. The probationary period for a lateral hire is 12 months from date of hire. The probationary period for any promotion from within the department is 12 months from date of promotion. Probationary employees may be disciplined or terminated at the sole discretion of the Employer and shall not have recourse to the grievance procedure.

4.2 Regular Employee

4.2.1 An employee appointed from a certification who has satisfactorily served the full probationary period.

5. EMPLOYMENT POLICIES

5.1 Non-Discrimination

5.1.1 The Employer agrees not to discriminate against those employees who become

members of the Union nor discriminate against those who exercise their statutory rights as set forth in RCW 41.56.

- **5.1.2** The Employer and the Union agree that there will not be any discrimination against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, political affiliation, or mental or physical handicap.
- **5.1.3** Whenever the words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

5.2 Civil Liability

- **5.2.1** The Employer hereby agrees to indemnify and hold harmless any employee and the employee's marital community covered by this Agreement for any civil liability incurred while said employee is acting within the scope of his employment and is not engaged in prohibited, malicious or criminal conduct. The Employer further agrees to provide for the defense of any civil action brought against the employee and the employee's marital community for occurrences while the employee is acting within the scope of his employment and is not engaged in prohibited, malicious or criminal conduct.
- **5.2.2** The Employer agrees that, to the extent appropriate, such indemnification will be provided by the purchase of insurance agreements appropriate for such protection. The provisions of this Article shall apply to all occurrences during the term of this Agreement, whether or not civil action is commenced during the term of this Agreement or thereafter.

5.3 Transportation

- **5.3.1** Employees who use their personal vehicles on business shall be paid the IRS standard mileage allowance. The Employer may approve the use of a City vehicle if one is available. City business includes meetings and training; including the Law Enforcement Academy, when attendance is directed by the Employer.
- **5.3.2** When an employee's vehicle is used to respond to an emergency call and the employee's vehicle is damaged either in route to or from the scene or at the scene; the Employer will pay up to five hundred dollars (\$500) of the cost of repairing the damage to the vehicle.

5.4 *Military Leave*

- **5.4.1** Employees, who are members of the National Guard or federal military units, may be absent from their duties, with pay, for a period of up to fifteen (15) days per calendar year when they are performing ordered military training duty and while going to and from that duty.
- **5.4.2** Future amendments to RCW 38.40.060 will be applied in administering these military leave provisions.

5.5 Work Stoppage

- **5.5.1** The Employer and the Union, signatory to this Agreement, agree that the public interest requires the efficient and uninterrupted performance of all city service, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, or other interference with City functions. Employees, covered by this Agreement; who engage in any of the foregoing actions, shall be subject to such disciplinary actions as may be determined by the Employer.
- **5.5.2** Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call; any form of work stoppage, refusal to perform duties, or other interruption of work. In addition, employees who engage or encourage such actions shall be subject to discipline or discharge, as may be determined by the Employer.

5.6 Vehicle and Personal Equipment

5.6.1 All patrol vehicles shall be equipped with safety related equipment and supplies as provided in administrative guidelines issued by the Chief of Police. Employees shall be responsible for proper care and maintenance of such equipment and supplies. Employees are required to submit a written report within three (3) calendar days of any noted safety deficiencies.

5.7 Pensions

5.7.1 Employee's pensions shall be governed by the laws of the State of Washington in effect during the term of this Agreement, and such laws as may become effective during the term of this Agreement.

5.8 Rules and Regulations

5.8.1 The Union agrees that its members shall comply in full with Police Department policies, rules, and regulations; including those relating to conduct and work performance. The Employer agrees to provide the Union with a copy of new or revised policies, rules or regulations ten (10) days prior to their implementation; during which time the Union may notify the Employer that it wishes to bargain concerning any matter in the new or revised policies, rules or regulations which will adversely effect the working conditions of the employees.

5.9 Personnel Files

5.9.1 An employee has the right to review his/her personnel file and may obtain a copy of documents in the file. An employee may request removal of irrelevant or erroneous

information. If the Employer denies the employee's request to remove the information or if the employee disagrees with information in the file, the employee may file a written rebuttal statement to be placed in his/her file. Employees shall receive copies of all information concerning conduct or job performance at the time said information is placed in their personnel file.

5.9.2 Personnel files shall be kept confidential to the maximum extent permitted by law. Employees requesting copies of documents in their personnel files must do so in writing and may be required to sign an Employer indemnification letter. Employees, requesting that their personnel files or portions thereof be released to others than themselves, must provide written authorization specifying the material to be released and the name of the party who is to receive the information.

5.10 Training

5.10.1 All training shall be approved in advance by the Employer. The Employer acknowledges that effective performance of law enforcement duties may call for periodic refresher special training. Such training will be provided at City expense as determined to be necessary by the Chief of Police and as funds are available with a minimum of twenty-four hours (24) of training.

Officers will be allowed to select a specific training course related to their job duties and within the State of Washington each calendar year to attend. The training course selected by the officer shall be no more than forty (40) hours in duration. The Chief of Police will have final authority to approve this training.

- **5.10.2** The department shall provide to each employee, required to carry a firearm, practice ammunition; as needed and authorized by the Chief of Police. Employees shall qualify on a quarterly basis. Employees shall be required to collect and return all brass to the department.
- **5.10.3** The Employer shall reimburse employees for the cost of Employer-approved lodging and meals when they are out of town to attend authorized training sessions. Receipts will be required for all meals, lodging and other expenses for reimbursement. The maximum amount for reimbursement will be the same as paid to all city staff.

5.11 Leave of Absence

5.11.1 The Employer may grant leaves of absence, without pay, for absence from work covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative; pursuing an education, or fulfilling a military obligation in excess of fifteen (15) days per year. To fulfill a military obligation in which war is declared, the Employer shall grant leave of absence, without pay, but shall insure employee's job status in accordance with Federal

and State laws.

- **5.11.2** Only employees who have satisfactorily completed their trial period are eligible for leave without pay. The following requirements apply:
 - 1. Leave may be granted to an employee for a period of up to ninety (90) days upon the approval of the Employer, without loss of seniority. Further extensions are at the discretion of the Employer, without seniority accrual.
 - 2. Accrued compensatory time, vacation leave, and holiday leave must be exhausted prior to taking any leave without pay.
 - 3. No employee benefits such as vacation, holiday, sick leave, jury leave, and military leave, shall accrue or be payable during leave without pay.
 - 4. During leaves of absence without pay, an employee may continue health insurance coverage by payment of the premiums; so long as permitted by the Employer's health insurance carrier.
 - 5. An employee who fails to report promptly at the end of the unpaid leave is presumed to have resigned.
 - 6. If the leave without pay is due to illness, the City may require a doctor's certificate stating that the employee is capable of returning to work and performing the work, duties, and responsibilities of the employee's position.

5.12 Meal & Rest Breaks

5.12.1 Employees shall be permitted, during the course of their shift, to take a 1 hour meal break. Employees, working beyond their regular shift three (3) or more hours, shall be allowed an additional thirty (30) minute paid meal period. Failure to take the meal break, for whatever reason, shall not result in additional compensation. Employees are expected to be available to respond during lunch periods when contacted by dispatch.

6. SALARY SCHEDULE

NOTE: Effective January 1, 2017

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POLICE OFFICER	\$4,099	\$4,303	\$4,518	\$4,744	\$4,981	\$5,230
DISPATCH	\$3,315	\$3,396	\$3,654	\$3743	\$4,027	\$4,668

NOTE: Effective January 1, 2018 increase pay rate an equivalent to Portland CPI rate (July through June), Minimum 2.0% to 4.5%.

NOTE: Effective January 1, 2019 increase pay rate an equivalent to Portland CPI rate (July through June), Minimum 2.0% to 4.5%.

6.1.2 Anniversary dates for step increases will be adjusted to deduct all time absent from the job in excess of twenty (20) work days; except that vacation, holiday and compensatory time will not be so deducted.

Employees will commence receiving the next higher pay step in their classification on the first day of the pay period following completion of their anniversary date; provided they have made satisfactory progress in the performance of their duties during the preceding twelve (12) months.

6.1.3 Employees shall receive wage longevity increases in addition to the above pay scale. Longevity increase shall be as follows:

After fifteen (15) years of employment	1%
After twenty (20) years of employment	1.5%
After twenty-five (25) years of employment	2%

6.2 Pay Day

- 6.2.1 Employees shall receive their regular semi-monthly pay check on the fifth (5th) day of the month and the twentieth (20th) of each month. If a regular pay day falls on a Saturday or Sunday, pay checks will be distributed on Friday. If a pay day falls on a holiday, pay checks will be distributed on the last business day before the holiday.
- **6.2.2** Employees shall receive a monthly statement of accrued sick leave, compensatory time, and vacation hours.

6.3 Education Incentive

- **6.3.1** An employee who possesses an Associate of Arts degree shall be compensated monthly by a sum equal to two percent (2.5%) of his/her base wage.
- **6.3.2** An employee who possesses a Bachelor of Arts or a Bachelor of Science degree shall be compensated monthly by a sum equal to five percent (5%) of his/her base wage.
- **6.3.3** Degrees, based on "life experiences" and from institutions not accredited by the Department of Education of the State of Washington, shall not be eligible for incentive pay.

7. COMPENSABLE HOURS

7.1 Hours of Work

- 7.1.1 The normal full-time work week of forty (40) hours in a calendar week, Sunday through Saturday, shall consist of five (5) workdays of eight (8) hours each with two (2) consecutive days off. However, employees may be assigned to work four (4) days of ten (10) hours each in a calendar week in order to meet the operational needs of the department. Employees shall normally be scheduled for at least nine (9) hours off between shifts unless an employee is required to report to duty with less than nine (9) hours off due to an emergency.
- **7.1.2** Except due to extraordinary circumstances, adjustment of scheduled shift hours shall require at least three (3) calendar days advance written notice. The advance notice period may be waived by mutual agreement between the Employer and the employee affected.
- 7.1.3 Employee shift assignments will be made by the Chief who will consider in making such assignments: (a) the operational needs of the department; (b) seniority; (c) the skills, abilities and experience of each employee; (d) the length of time each employee has been on a particular shift, and (e) employee shift request.

7.2 Overtime

- 7.2.1 Work performed in excess of forty (40) hours, Sunday through Saturday or more than eight (8) or ten (10) continuous hours; shall be paid at time and one-half (1 1/2) the regular rate of pay. Hours compensated for vacation, holidays, and compensatory time shall be considered as hours worked in determining overtime eligibility; provided the overtime was scheduled after Employer approval of vacation, holiday or compensatory time. Work performed on the seventh (7th) consecutive day of work shall be compensated for at the rate of time and one-half (1 $\frac{1}{2}$) the regular rate of pay.
- 7.2.2 An employee, with the Chief's approval, may accrue compensatory time at the rate of one-and-one-half (1 1/2) times the number of hours worked in lieu of overtime pay. A maximum of one hundred twenty (120) hours of compensatory time may be accrued. Use of compensatory time shall be scheduled with approval of the Chief. The Employer may, at its option, pay an employee in cash at the overtime rate for compensatory time not used within one hundred twenty (120) days of its accrual.
- **7.2.3** When the Employer agrees to assign officers to a special event such as a party, dance or recreational event; which is sponsored by a private group, organization or person or persons, and for which the Employer will charge a fee for police services, the Employer will assign to such event regular employees of the Police Department prior to assigning reserve officers.
- 7.2.4 Available overtime opportunities, which are not primarily traffic control

assignments, and where the City has at least eight (8) hours notification, will be offered to regular officers prior to provisional or reserve officers. Regular officers will be contacted from a list with a rotating order. Once an officer accepts an overtime assignment, he will be moved to the bottom of the list. If an officer refuses to accept three (3) consecutive offers of overtime, he will be moved to the bottom of the call list. Officers may be contacted in person or by telephone. If the City cannot contact the employee, the City will go on to the next employee on the list. Employees who would work a double-back shift will not be offered the overtime opportunity. The City will make a reasonable effort to equalize overtime.

7.3 Court Time

- **7.3.1** An employee, subpoenaed or ordered to appear in court during off-duty hours as a part of his/her official duties, shall be paid a minimum of two (2) hours pay at the overtime rate.
- **7.3.2** Employees, required to appear in court while on an approved vacation, shall be paid a minimum of four (4) hours pay at the overtime rate. Employees shall not be debited a vacation day but may request that a partial vacation day be debited sufficient to provide them with a full day's pay at the straight-time rate.
- **7.3.3** Employees, required to appear in court as part of their official duties while on a scheduled day off, shall be paid a minimum of three (3) hours pay at the overtime rate. Employees required testifying by telephone in a Department of Licensing or other agency hearing while on a scheduled day off, shall be paid a minimum of two (2) hours pay at the overtime rate.

7.4 Call Back

- **7.4.1** Employees may volunteer to accept call outs by advising communications that they are available to take such calls. In order to facilitate efficient response time, the employees shall remain available (telephone, mobile or portable radio, or pager) and shall have in close proximity their department identification and weapon. Call out order will be determined by the Chief.
- 7.4.2 Any employee, who is called into service at the discretion of the Chief/Supervisor, shall be guaranteed a minimum of two (2) hours of compensation at the employee's applicable rate of pay. The two (2) hour minimum shall not apply when such time is worked consecutive with the employee's regularly scheduled hours of work. The employee shall not be required to remain in active service for the full duration of the minimum set forth above. If an employee is called out repeatedly during a two (2) hour period, the subsequent call outs shall not require additional compensation.

7.5 Stand-by Time

7.5.1 There are two (2) situations in which employees should anticipate a call to duty.

They are referred to as on-call status and stand-by status.

- 7.5.2 Standby: The Chief of Police or designee may order officers to be on stand-by duty. The officers so ordered to be on standby duty shall be prepared to report for duty immediately when called to report. Officers on stand-by duty shall receive thirty per cent (30%) of their straight-time hourly rate while on standby duty with a two (2) hour minimum. When no officer is on duty and an officer on a scheduled day off is assigned as the first off-duty officer to respond to a call, the officer will be on standby status and will receive standby pay. A scheduled day off shall include the time immediately following the conclusion of the employee's work week when the employee is assigned to standby duty.
- **7.5.3** *On-call*: Employees placed on-call by the Employer shall carry a pager or be reachable by telephone and be within a reasonable distance from the City so they can respond, in person, if necessary. Employees are required to have in close proximity their department identification and weapon. The Employer will make a reasonable effort to equalize on-call time. All commissioned officers in the Police Department shall be included in the on-call rotation.

7.6 Range Qualification

Officers shall be allowed two (2) hours for quarterly firearm qualification. Travel time shall be in addition to this two (2) hour firearm qualification time. If more than two (2) hours are required for quarterly qualification, the officer must contact the Chief for approval for the additional time.

8. EMPLOYEE BENEFITS

8.1 Holidays

8.1.1 The Employer shall recognize eleven (11) paid holidays as set forth below:

New Years Day January 1st

Martin Luther King's Birthday
President's Day
Memorial Day

3rd Monday in January
3rd Monday in February
Last Monday of May

Independence Day July 4th

Labor Day 1st Monday of September

Veteran's Day November 11th

Thanksgiving Day 4th Thursday in November Day after Thanksgiving 4th Friday in November

Christmas Day December 25th
One (1) Floating Holiday Employee's choice

8.1.2 The scheduling of floating holidays shall be approved by the Employer. Employees are not eligible for a floating holiday until completion of their probationary period.

- **8.1.3** Employees, required to work on a holiday, shall be compensated at time and one-half (1 1/2) for all hours worked on the designated holiday; in addition to eight (8) hours holiday pay.
- **8.1.4** Employees, who are scheduled for a regular Monday through Friday (non-shift) work week, shall observe the legal holiday as follows:
- a) Whenever a legal holiday falls upon a Saturday the preceding Friday shall be observed as the paid holiday.
- b) Whenever a legal holiday falls upon a Sunday the following Monday shall be observed as the paid holiday.
- **8.1.5** For the purpose of computation for hours worked on a holiday, the twenty-four (24) hour clock shall be utilized for determination of hourly compensation. Example: Employee's shift commences on July 4th at 2300 hours, said employee would be credited with working one (1) hour on a holiday. Employee's shift commences on July 3rd at 2300 hours, said employee would be credited with working seven (7) hours on a holiday.

8.2 Sick Leave

- **8.2.1** With each month of continuous employment with the Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours a month. There shall be a maximum accrual of one thousand (1000) hours. Sick leave may be used in two (2) hour increments. Accrued sick leave shall be debited in accordance with actual time of absence due to illness or a minimum of two (2) hours, whichever is greater.
- **8.2.2** Employees accrue and may use sick leave during their probationary periods.
- **8.2.3** Sick leave covers those situations in which an employee is absent from work due to:
 - 1) Physical injury or illness to the employee.
 - 2) The need to care for the employee's dependent children under the age of 18 years who are ill.
 - 3) Medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day.
 - 4) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others.
 - 5) Use of a prescription drug which impairs job performance or safety.

- 6) Actual periods of temporary disability associated with pregnancy or childbirth. Employees may request additional time off beyond the actual period of disability; vacation leave, compensatory time, or leave without pay may be used.
- 7) The death of a sister, brother, grandchild, grandparent, step-parent, step-child or other dependent living in the employee's household who is not included in Section 8.4.1. Bereavement Leave, but not to exceed three (3) days. Employees will be allowed an additional two (2) days if required to travel more than five hundred (500) miles round trip to attend a funeral for the above mentioned family members.
- 8) The birth of a child or the adoption of a child age 12 or under. The use of sick leave for this purpose is limited to one (1) week.
- 9) In the event of illness within the immediate family necessitating the employee's absence from work, immediate family shall be defined as husband, wife, registered domestic partners, children, step-children, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, brother or sister of the employee and a life partner.
- **8.2.4** A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. The Employer may also request the opinion of a second doctor, at the Employer's expense, to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job. Employees, who are habitually absent due to illness or disability, may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the Employers.
- **8.2.5** Employees who use all their accumulated sick leave and require more time off due to illness or injury may, with the Employer's prior approval, take leave without pay in accordance with Section 5.11 (Leave of Absence).
- **8.2.6** A regular, full time employee can take up to twelve (12) workweeks of unpaid leave because of the birth or adoption of a child (whether that employee is the mother or father), or if his or her spouse, child, or parents suffers a serious illness. In addition, an employee is entitled to leave if his or her own serious health condition prevents the employee from working. On returning from leave, the employee must be allowed to return to his or her old job or to a job with comparable pay and benefits. Employees, who need to leave to care for a sick family member, or because of their own illness, may take leave intermittently if medically necessary. If an employee requests intermittent leave due to a planned medical treatment, the employer can require the employee to transfer temporarily to an alternate job with equivalent pay and benefits if it would better accommodate recurring periods of leave than the employee's regular job.

Employees seeking leave due to birth or adoption may take intermittent leave only if the employer agrees.

The above provision shall be applied as defined by the Family Medical Leave Act.

8.3 Vacation

8.3.1 Eligible employees shall accrue vacation in accordance with the following schedule. Vacation leave is accrued but may not be taken until an employee has completed six (6) consecutive months of employment. Actual accrual shall be made on a monthly basis.

Effective January 1, 2017

Months of Employment	Hours per Month
1-12	6.67
13-36	7.33
37-60	8.00
61-120	10.00
121-144	10.67
145-180	12.00
181-240	13.33
241-300	15.33
301+	16.67

- **8.3.2** The maximum number of vacation hours which may be carried over from December 31st of one year to January 1st of the next year is two hundred (200) hours. In cases where operations have made it impractical for an employee to use vacation time; the Employer will authorize additional vacation carry over. Employees will be paid for unused vacation time upon termination of employment.
- 8.3.3 Vacation calendars shall be utilized for those employees wishing to utilize seniority for vacation bidding purposes. A vacation calendar shall be developed for each unrelated duty section (e.g. Clerical & Patrol). Vacation times selected by seniority may be bid in minimum blocks of forty (40) hours. Blocks of less than forty (40) hours may be bid by seniority. Employees not wishing to bid on vacation by seniority shall initial and pass the calendar to the next senior employee. Once the calendar has been passed to an employee, said employee shall not be allowed to unduly delay the selection process by delaying his decision on his desired selection.
- **8.3.4** Vacations will be scheduled at times when they constitute minimum conflicts with work schedules. All vacation requests shall be approved or denied by the Police Chief or his designee within seven (7) calendar days of the date of the request.
- 8.3.5 With permission of the Police Chief, employees may cash out accrued vacation

hours at the employee's current hourly rate of pay, provided the following conditions have been met:

- a) An employee must have taken or have scheduled to take a minimum of eighty (80) hours of accrued vacation prior to the below listed cash out dates;
- b) Written cash out requests must be submitted to the Police Chief prior to April 10th and October 10th of each calendar year. Cash outs requested and approved shall be made available at the next regular payroll period excluding lag/draw payments.

8.4 Bereavement Leave/Jury Duty

- **8.4.1** Employees shall be granted bereavement leave with pay for up to five (5) days upon the death of a spouse, parent or child.
- **8.4.2** Employees shall be allowed time off without loss of pay for serving on jury duty. Any compensation received from the Court shall promptly be refunded to the City, and employees are required to seek such compensation. In the event an employee is called for jury duty and is excused prior to the end of the employee's work day, the employee shall report to work immediately. If the employee is summoned during a critical work period, or if the jury is expected to be of long duration so that essential public services would be affected, the Employer may ask the employee to request a waiver from jury duty.

8.5 Uniform and Equipment Allowance

- **8.5.1** Police Officer shall receive a uniform and equipment allowance of nine hundred dollars (\$900) per calendar year. Effective January 1, 2018, each Police Officer shall receive a uniform and equipment allowance of nine hundred fifty dollars (\$950) per calendar year. The allowance shall be provided to eligible employees in equal semi-annual increments. Said employee shall be responsible for purchasing, maintaining and replacing uniforms and non-issued equipment. Employees may carry over two hundred dollars (\$200) of the allowance to the next calendar year. The City will pay for shipping and handling for one order per officer per year.
- **8.5.2** Employees shall be allowed to purchase uniforms; including shoes or boots and equipment, which are commonly associated with their respective responsibilities. The allowance may also be utilized for the cleaning and maintenance of uniforms and equipment. All equipment and uniform purchases must be preapproved by the Chief. Preapproval shall not be unreasonably denied and shall be timely.
- **8.5.3** Employees, on lay-off status during the month of January of each year, shall be paid a pro-rated share of their respective uniform allowance upon being recalled to active employment based on one (1) month equal 1/12th.

- **8.5.4** The Employer agrees to replace or repair uniforms or equipment (inclusive of personal equipment) which are damaged, destroyed, or lost in the line of duty when the actions which cause the loss are beyond the employee's control. Items being replaced must be turned into the Police Chief's office upon receipt of the replacement item(s). Costs, associated with the aforementioned, shall not be debited from the employee's uniform and equipment allowance. The Employer's cost in repairing or replacing personal equipment will be limited in two (2) respects: (1) Possession and use of the personal equipment in performance of the assigned duties was normal, expected and reasonable, and (2) the personal equipment was of a value which a reasonable and prudent person could be expected to have in his/her possession and to use in encountering the types of situations and activities a police officer can be expected to encounter.
- **8.5.5** The Employer shall provide two (2) complete sets of uniforms; winter and summer, and one (1) pair of boots or shoes to each newly hired employee. The Employer shall also provide, if needed, the service equipment listed below. All current employees shall also be provided with the equipment listed below. An employee, who terminates employment for any reason, shall return to the Employer all uniforms or equipment issued by or paid for by the Employer.

Police Officer

Firearm
Gun Belt
Holster
Magazine Pouch - Double
Three (3) Ammunition Magazines
Handcuffs
Cuff Case
Cap-stun & Holder - After Training
Shirt & Coat Badges
Applicable Baton & Holder - After Training
Protective Vest
Ballistic Helmet
Gas Mask

- **8.5.6** All service equipment issued to employees is and shall remain the sole property of the Long Beach Police Department. All issued service equipment shall be promptly returned, in good condition, upon separation of employment.
- **8.5.7** Clerical staff shall be excluded from remuneration, as set forth in this provision, unless the Employer requires these employees to wear a specific uniform.
- **8.5.8** All commissioned employees shall be issued and shall be required to wear a protective vest while on duty. The protective vest shall meet or exceed the minimum requirements set forth in the National Institute of Justice Standards in effect on the date of ratification of this Agreement. Protective vests shall be reconditioned and/or replaced

based upon the manufacturer's recommendations.

8.5.9 Duty Ammunition - The Employer shall supply and replace duty ammunition as required. Each officer shall be issued one hundred (100) rounds of handgun ammunition and sixty (60) rounds of rifle ammunition each quarter for practice. Officers shall return spent casings prior to issuance of next practice ammunition allotment.

8.6 College Incentive

- **8.6.1** The Employer will refund the cost of tuition for job related courses taken by an employee leading to a degree in Police Science. The decree program and each course must be approved by the Employer and the employee must receive a grade of "C" or better to be eligible for the tuition refund.
- **8.6.2** It shall be understood that if the Employer pays the tuition for an employee who is taking the courses enumerated above, that the employee has an obligation to remain as an employee for a minimum of two (2) years from the date of the employee's last completed class. If the employee voluntarily leaves the City's employment prior to completion of the aforementioned time limit, the employee shall refund to the Employer all tuition fees paid on his behalf.

8.7 Medical, Dental and Vision Benefits

Employees return to City Health, Dental, and Vision Insurance AWC Program which includes: (Health AWC HealthFirst {Regence/Asuris}; Washington Dental Service Plan A; and Vision Service Plan Full Family - \$25.00 Deductible). The employee costs are as follows with costs per employee determined by number of dependents: See costs below.

Each employee will pay an "employee share" based on the following equation. The employee share is determined by dividing the total cost of the policy by the employee costs for employee only policy. Example: Employee total costs (Health, Dental & Vision) is \$766.61; the employee and spouse total cost is \$1,533.22; now divided the Employee & Spouse (\$1,533.22) by Employee only (\$766.61) which equals 2.00. Now you multiply the base employee contribution of \$25.00 by the 2.00 which equals \$50.00, which is the employee contribution for an employee and spouse policy. The same equation is used for Employee, Spouse and 1 dependent and Employee, Spouse and 2 dependents.

2017 AWC Rates:

	Health	Dental	Vision	Total
Emp	\$ 737.64	\$ 54.79	\$ 7.96	\$ 800.39
Emp + sp	\$1,480.85	\$ 103.63	\$ 15.92	\$1,600.40
Emp, sp +1 c	\$1,846.52	\$ 162.21	\$ 23.88	\$2,032.61
Emp, sp +2 c	\$2,149.52	\$ 162.21	\$ 23.88	\$2,335.61

For PD Contract			Month
	\$ 800.39	800.39	\$ 35.00
Emp	\$ 800.39	1.00	\$ 35.00
Emp + sp	\$1,600.40	2.00	\$ 69.98
Emp, sp +1 c	\$2,032.61	2.54	\$ 88.88
Emp, sp +2 c	\$2,335.61	2.92	\$ 102.13

The 2016 Employee base contribution is \$35.00, in each succeeding year of the contract this number will be adjusted as follows: For every five percent (5%) increase in the overall costs of health insurance policy the employee base will increase by five dollars (\$5.00). Example: if the overall costs increase by 7.5% in 2015, the employee base will go from \$35 in 2016 to \$45 in 2017.

The bargaining unit members will participate in the City's Wellness Program with successful annual participation resulting in a two percent (2%) discount in Health Insurance premiums.

The city uses AWC Medical plans and AWC is discontinuing the current plan in 2017. The city and union will reopen the contract August 1, 2017 for the sole purpose of choosing a new medical plan.

The parties agree to improve the dental coverage to plan F effective January 1, 2017.

8.8 Working Out of Classification

8.8.1 If an employee is required to carry out the duties of a position or rank above that which he/she normally holds, for an entire work day, he shall be compensated at the appropriate rate of the duties performed for the time worked in that position.

8.9 Life Insurance

8.9.1 The Employer shall provide a minimum of forty-five thousand dollars (\$45,000) Life Insurance for each of the employees.

8.10 Physical Fitness

8.10.1 The City agrees to establish a Physical Fitness Program for its police officers

pursuant to the parties' recognition that the maintaining of physical fitness is important for the effective performance of police duties. Participation will be voluntary and on off-duty time. The City will pay all costs of the program which will be conducted at the Ilwaco Fitness Center.

8.11 Cell Phones

8.11.1 The Employer agrees to furnish each officer with a Department issued cell phone. Such phone shall be for business use only.

9. SENIORITY

9.1 Seniority

9.1.1 Employees shall attain seniority after completion of their respective probationary period. Seniority shall be equal to the length of continuous service within the bargaining unit; beginning with the employee's last date of hire. Seniority shall be broken by termination from employment for any reason; provided, however, that an employee recalled from layoff shall have his/her previous seniority credit restored if the recall occurs within one-and-one-half (1 1/2) years of the layoff.

9.2 Layoff and Recall

The seniority, layoff and recall provisions of this Agreement shall supplant and supplement Civil Service Rules. When a reduction in force occurs, the Employer shall determine the classifications affected and layoff shall be by classification. Provisional, temporary and probationary employees shall be laid off before regular employees. In selecting employees to be laid off, the Employer shall consider qualifications, ability, seniority, and the department's needs for special training, skills and experience. If a layoff is made outside of the seniority order, the adversely affected employee may grieve a layoff if the employee feels the City was unreasonable in its determination of layoff order. An employee selected for layoff may bump the least senior employee in a lower related classification if he/she previously performed the duties of the position satisfactorily as a regular employee. Laid off employees shall have no right of accrual or acceleration of benefits during the duration of the layoff. Layoff registers shall be maintained by classification. When a vacancy occurs in a classification, the most senior employee shall be recalled to fill the vacancy, provided the employee previously performed the duties of the position satisfactorily as a regular employee and is fully qualified to perform the position. Employees shall remain on the layoff register for one-and-one-half (1 1/2) years. They shall lose their right of recall if, as a result of their failure to provide the Employer with correct information on how to communicate with them, the Employer is unable to contact them within seven (7) calendar days. Recalled employees shall re-enter the wage and benefit level at the same level the employee was at when the layoff occurred.

9.2.2 On the date of execution of this Agreement, the Police Department has two (2) divisions with the following classifications:

PATROL DIVISION

CLERICAL DIVISION

Sergeant Police Officer

Clerk

- **9.2.3** These classifications are reflective of the classifications in existence at this time and are not intended to preclude newly created classifications.
- **9.2.4** When employees have the same the seniority date, ties shall be broken by the level of placement on the Civil Service Hiring list; with the higher list position resulting in the highest seniority placing. In the absence of a Civil Service placement, the seniority listing shall be in alphabetical order. However, when a tie exists between an employee hired as a lateral entry and an employee not hired as a lateral entry; the employee hired as a lateral entry shall have a higher seniority listing, regardless of placement on an eligibility list.

10. GRIEVANCE PROCEDURE

10.1 Grievance Definition

- **10.1.1** A grievance shall be defined as an issue rose relating to the alleged violation of an express term or provision of this Agreement, or alleged improper disciplinary action against an employee.
- **10.1.2** Employees grieving disciplinary action may utilize the established Civil Service procedures or the contractual grievance procedure. Once the procedure is initiated, access to the other shall be deemed to have been waived.
- 10.1.3 A grievance may be initiated with Employer within thirty (30) calendar days of the Union's or grievant's knowledge of the alleged violation, but in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation or disciplinary action taken.

10.2 Procedure

- **10.2.1** *Step One: Oral Discussion* Employees may notify their supervisor of the grievance and then, if they so desire, shall discuss the grievance with the Union Representative. If the Union Representative considers the grievance to be valid, then the employee and/or the Union Representative will contact the Chief of Police to effect a settlement of the complaint.
- 10.2.2 Step Two: <u>Written Submission</u> If the grievance is not resolved to the Union's satisfaction at Step One, the Union shall, within ten (10) calendar days, submit the grievance in writing to the Chief of Police. Within ten (10) calendar days after the Chief's

receipt of the grievance, the Chief, the grievant and the Union shall meet to discuss the grievance and, within seven (7) calendar days after the meeting, the Chief shall give the Union and grievant a written answer to the grievance.

- 10.2.3 Step Three: Appeal If the grievance is not resolved to the Union's satisfaction at Step Two, the Union shall, within ten (10) calendar days, submit the grievance in writing to the Mayor or his/her designee. Within ten (10) calendar days after the Mayor's or designee's receipt of the grievance, the parties shall hold a grievance meeting to discuss the grievance. The Mayor or designee shall give the Union a written answer to the grievance within ten (10) calendar days after the grievance meeting.
- 10.2.4 Step Four: <u>Arbitration</u> The Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. The Union shall, within ten (10) calendar days of the Union's request to arbitrate, request a list of seven (7) independent arbitrators from the Federal Medication and Conciliation Service. The right to first strike from the list shall be determined by a flip of a coin. Both parties may mutually agree to forego the above procedure of arbitrator selection and request an arbitrator from PERC.
- **10.2.5** In accordance with any arbitration proceeding held pursuant to this Agreement, it shall be understood by the parties involved that:
- A) In any arbitration proceeding held pursuant to this Agreement, the Arbitrator shall have no authority to render any decision that will add to, subtract from or alter, change or modify the terms of this Agreement. The power of the arbitrator shall be limited to interpretation or application of the express terms of this Agreement, and all other matters, including negotiations, shall be excluded from arbitration.
- B) The decision of the arbitrator shall be made, in writing, after the conclusion of testimony and shall be final and binding on both parties.
- C) The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting is own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof provided, however, if the other party requests a copy; such cost shall be shared equally.
- 10.2.6 Time limits provide for herein may be waived by written agreement of the parties. If the Employer fails to answer a grievance, within the time limit, the Union may immediately advance the grievance to the next step.

11. SHOP STEWARD

11.1 Union Activity

- 11.1.1 One employee representative of the bargaining unit shall be granted reasonable time off, with pay, while meeting with management representatives for the purpose of contract negotiations; attending a grievance meeting, or conferring with a supervisor in an effort to resolve a matter before it is the subject of a written grievance.
- 11.1.2 Eligibility to receive pay, as provided for in Section 11.1.1, will require that: (a) the employee gives reasonable notice to his/her supervisor; (b) the supervisor approves the absence from duty, and (c) the Employer is able to adequately cover the employee's job duties during the time.
- 11.1.3 Shop Stewards and/or the designated Union Representative shall be allowed to accompany any employee, upon the employee's request, to meetings with his/her superiors which may result in disciplinary action against the employee.

12. MANAGEMENT RIGHTS

12.1 Customary Functions

- 12.1.1 Except as limited by an express provision of this Agreement and subject to applicable laws, the Employer shall retain the right to exercise the customary functions of management (so long as those functions do not constitute a unilateral change in wages, hours and working conditions); including directing the activities of the Police Department; determining the levels of service and methods of operating; including the introduction of new equipment; the right to hire, layoff, transfer, promote, discipline, discharge and to determine work schedules; assign work and determine time and location of an employee's work shift.
- 12.1.2 The parties hereby recognize that delivery of services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes and means of providing services to increase, diminish or change equipment; including the introduction of any and all new, improved or automated methods or equipment and the assignment of employees to specific jobs within their respective job classifications within the bargaining unit.

13. SEVERABILITY

13.1 Savings Clause

13.1.1 If any provision of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The provision held invalid shall be modified; as required by law or the tribunal of competent jurisdiction or shall be renegotiated for the purpose of adequate replacement.

14. **DURATION OF AGREEMENT**

14.1 This Agreement shall become effective on the date of execution and will continue in effect through December 31, 2019. Specific provisions of this Agreement may be opened for further negations upon written mutual agreement of the parties to the Agreement.			
14.2	THIS AGREEMENT IS EXECU	TED THISDAY OF uthorized agents and representative of the	
parties	s hereto.		
FOR:	THE CITY OF LONG BEACH	FOR: TEAMSTERS LOCAL NO. 58	
BY:		BY:	
	City Administrator	Secretary Treasurer	

TAB - E



CITY COUNCIL AGENDA BILL

AB 16-66

Meeting Date: December 5, 2016

	AGENDA IT	EM INFORMATION
SUBJECT: Project		Originator:
Homeless Connect 2017	Mayor	
Homeless Connect 2017	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST:	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: Organizers are requesting the city authorize the closure of 2nd Street NE between Pacific and Oregon Avenues on the 27th of January. They are also requesting to rent the Depot on that day.

RECOMMENDED ACTION: Authorize staff to sign the contract.

TAB - F

The City of Long Beach, WA.

Proclamation

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

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

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

Whereas, On Saturday December, 17th, 2016 members of the Long Beach community will gather together to honor veterans during the holiday season as part of the annual Wreaths Across America Day; and

Whereas, Sandra Edwards, Vice Regent of the "Ocian in View" chapter of National Society of the Daughters of the American Revolution, has volunteered to conduct the WAA ceremony this year at the Veterans Field Flag Pavilion, Saturday December 17th, 2016 starting at 9:00AM. Seven ceremonial wreaths will be placed to remember all soldiers, sailors, airmen, and marines who served, honor their sacrifices, and teach our younger generations about the high cost of our freedoms; and

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

Whereas, in 2016 it is projected that around a million wreaths will be placed nationwide, by over 600,000 volunteers as part of the Wreaths Across America mission to Remember, Honor, and Teach; and

Whereas, Wreaths across America is a national nonprofit organization founded in 2007 to continue and expand the annual wreath-laying ceremony begun by Morrill Worchester in Maine in1992;

Now, Therefore, I, Jerry Phillips, Mayor of Long Beach, Washington, do hereby proclaim December 17th, 2016, as

Wreaths Across America Day of Appreciation

In Long Beach, Washington and I urge all citizens to join me on Saturday December 17^{th,} 2016 at 9:00am at Veterans Flag Pavilion in this special ceremony hosted by the DAR.

Signed this 5th day of December, 2016

Mayor of Long Beach, WA

Jerry Phillips

TAB-G

David Glasson

From: Trautmann, Cara <Cara.Trautmann@charter.com>

Sent: Monday, November 28, 2016 2:59 PM

Subject: Charter Communications - Important Programming Notice - Northwest Cable News

channel



Charter's video lineup is continually evolving to meet the changing needs of its customers, and from time-to-time Charter makes adjustments to its channel lineup designed to enhance and improve our video product.

Effective on or after January 6, 2017, Northwest Cable News channel 59 will be discontinued on the lineup in your area. This is a result of notice by the network that they will no longer be providing this channel.

Customers with questions are encouraged to call 1-888-GET CHARTER (1-888-438-2427). If you have any questions, please do not hesitate to contact me at cara.trautmann@charter.com.

Best regards,

Cara



Cara Trautmann | Government Affairs Administrator | 360.258.5104 222 NE Park Plaza Drive, Suite 231 | Vancouver, WA 98684

Long Beach Police

P.O. Box 795 Long Beach, WA 98631 lbpdchief@centurytel.net

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

12-01-16

Page 1 of 3

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for November 2016

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

Long Beach	Ilwaco
620 Total Incidents	453 Total Incidents
Aid Call Assists: 2	Aid Call Assists: 1
Alarms: 8	Alarms: 2
Animal Complaints: 5	Animal Complaints: 2
Assaults: 8	Assaults: 5
Assists: 89	Assists: 47
(Includes 11 Law Enforcement Ager	ncy Assists Outside City Boundaries)
Burglaries: 1	Burglaries: 3
Disturbance: 19	Disturbance: 5
Drug Inv.: 6	Drug Inv.: 4
Fire Call Assists: 4	Fire Call Assists: 0
Follow Up: 117	Follow Up: 68
Found/Lost Property: 8	Found/Lost Property: 1
Harassment: 3	Harassment: 0
Malicious Mischief: 3	Malicious Mischief: 3
MIP – Alcohol: 0	MIP – Alcohol: 1
MIP – Tobacco: 0	MIP – Tobacco: 0
Missing Persons: 1	Missing Persons: 0
Prowler: 1	Prowler: 3
Runaway: 1	Runaway: 0
Security Checks: 231	Security Checks: 257
Suspicious: 24	Suspicious: 11
Thefts: 10	Thefts: 5
Traffic Accidents: 6	Traffic Accidents: 1
Traffic Complaints: 16	Traffic Complaints: 8
Traffic Tickets: 7	Traffic Tickets: 1
Traffic Warnings: 22	Traffic Warnings: 14
Trespass: 4	Trespass: 6
Warrant Contacts: 8	Warrant Contacts: 1
Welfare Checks: 16	Welfare Checks: 4

Monthly Report Continued:

Page 2 of 3

On November 9th Loretta attended training for the National Instant Criminal Background Check System put on by the Washington State Patrol. This training is for conducting background checks for officers and for citizens purchasing firearms.

Loretta and Officer Don Tardif represented the Long Beach Police Department at the Well Spring Town Hall event on the 10th. The department had an information table and handed out pens and sticker badges.

On the 23rd I received a thankyou letter from Sheriff Scott Johnson thanking the department for assisting with the homicide case they had up by Loomis Lake State Park on November 12th. One of the nice things about working in this area is that local law enforcement really does work well together. A copy of the letter is attached.

Flint R. Wright
Chief of Park



PACIFIC COUNTY SHERIFF'S OFFICE

Sheriff Scott L. Johnson

300 Memorial Drive, P.O. Box 27, South Bend, WA 98586 | Phone 360.875.9395 | Fax 360.875.9393

November 17, 2016

Chief Flint Wright Long Beach Police Department PO Box 795 Long Beach, WA 98631

Dear Chief Wright:

I want to express my sincere thanks for the assistance your agency provided to the Sheriff's Office this past weekend when we were tasked with the investigation of a homicide on the Long Beach Peninsula. We are experiencing the largest manpower shortage we have seen in at least 35 years and proper investigation of this case would have been extremely difficult, if not impossible, without the aid and assistance your agency provided.

You clearly sent your best personnel, and each person was key in the apprehension and arrest of two suspects for premeditated first degree homicide. Please extend my thanks to each and every one who helped in this investigation. I was very proud that within 48 hours of the initial 911 call, two suspects were in custody, the small children involved (ages two, three, and four) were being well cared for, and that no one else was physically harmed.

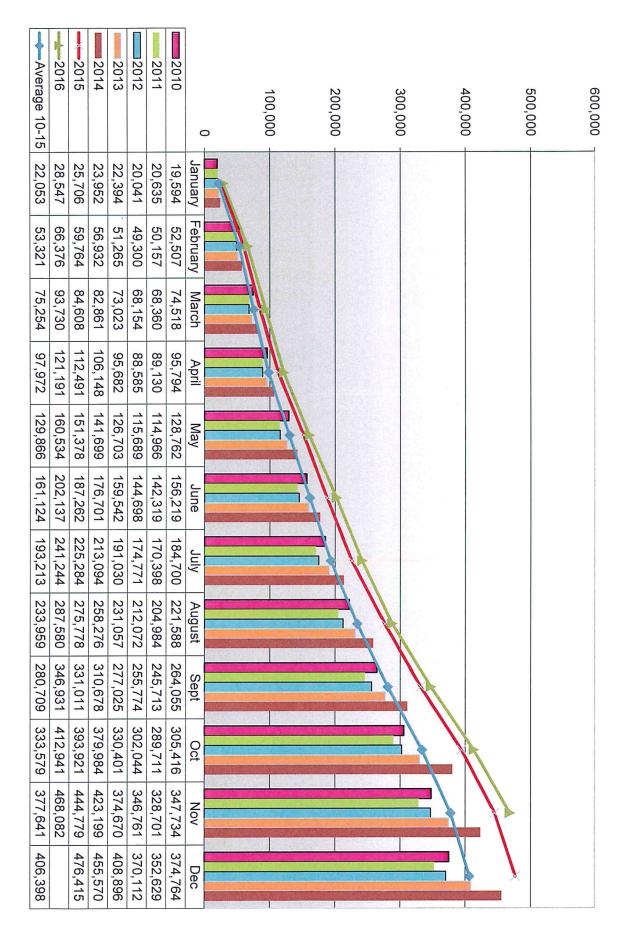
It is an honor to serve with such outstanding individuals and I hope you can carry forward my appreciation to each of them.

Sincerely,

Scott L. Johnson

Pacific County Sheriff

Sales Tax Collections



Lodging Tax Collections

