



AGENDA – Monday, May 6, 2019

6:30 p.m. Workshop

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

6:30 WORKSHOP

WS 19-12	CDBG Funding Application – TAB A
WS 19-13	Discovery Trail Signage – TAB B

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

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

PUBLIC COMMENT

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

CONSENT AGENDA – TAB C

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

- Minutes, April 15, 2019 City Council Meeting
- Payment Approval List for Warrant Resisters 58570-58598 & 85072-85165 for \$333,346.47

NATIONAL SAFE BOATING WEEK – TAB D

PROCLAMATION 10th ANNUAL MENTAL WELLNESS WALK – TAB E

BUSINESS

- | |
|--|
| <ul style="list-style-type: none">• AB 19-24 – Public Hearing for VAC 2019-01 – TAB F• AB 19-25 – Resolution 2019-03 Establishing a Fee for Use of the Charging Station – TAB G• AB 19-26 – PACCOM Interlocal Agreement – TAB H• AB 19-27 – Ordinance 967 Amending the Sand Hauling Fees – TAB I• AB 19-28 – ChargePoint Contract – TAB J• AB 19-29 – Bolstad Restroom Contract – TAB K• AB 19-30 – Gray and Osborne Contract for Engineering Services Construction Biosolids Plant – TAB L• AB 19-31 – Resolution 2019-04 Amending the Personnel Policies – TAB M |
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DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS – TAB N

- | |
|---|
| <ul style="list-style-type: none">• Thank You Letter• Report and Decision on CAO V 2019-01• Sales Taxes Collections• Lodging Tax Collections• Transportation Benefit District Collections• Wastewater Department Report for April 2019 |
|---|

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop.
May 20, 2019, June 3, 2019 & June 17, 2019

ADJOURNMENT

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

TAB - A



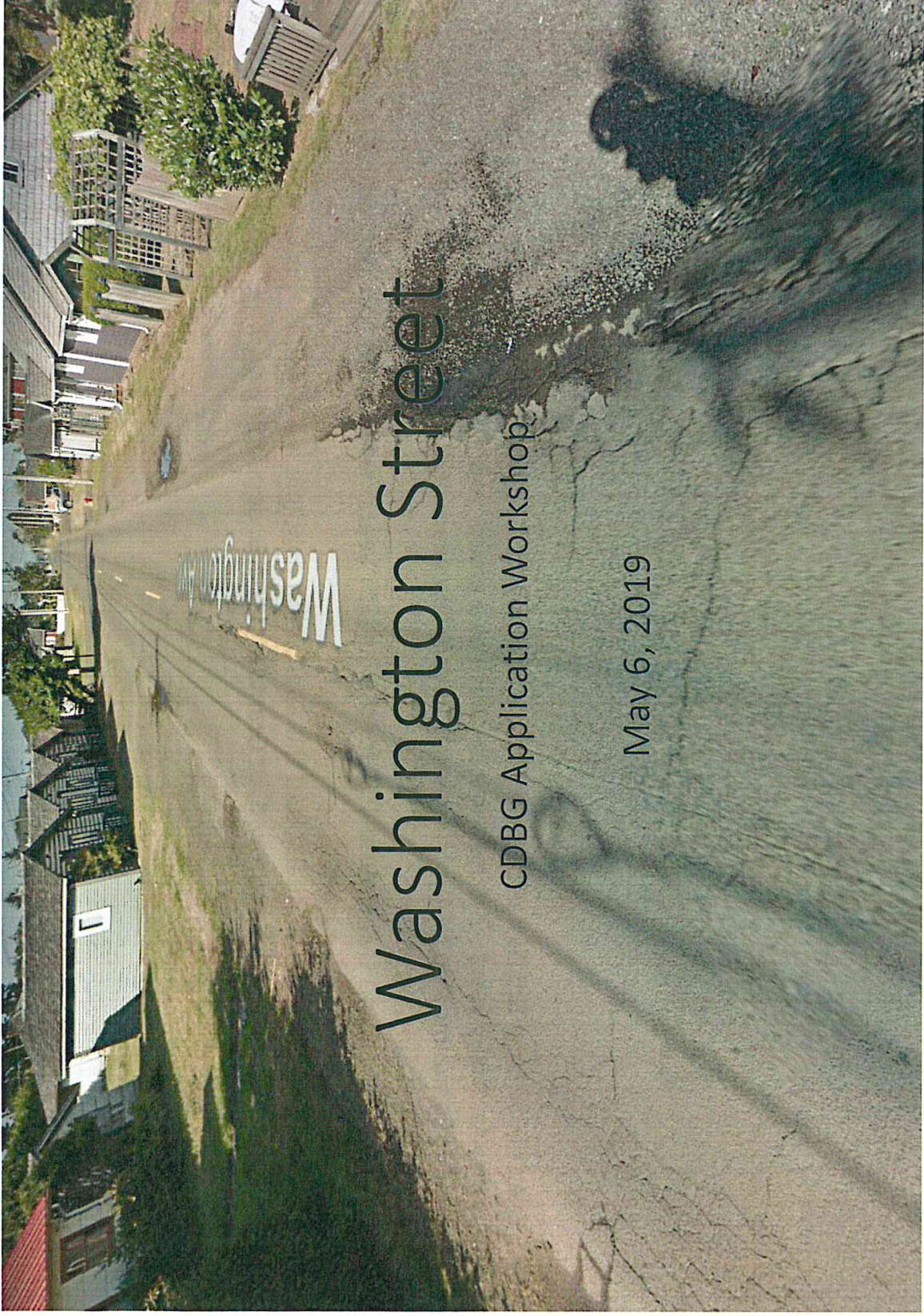
**CITY COUNCIL
WORKSHOP BILL**

WS 19-12

Meeting Date: May 6, 2019

AGENDA ITEM INFORMATION		
SUBJECT: CDBG Funding Application	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: up to \$750,000	Water/Wastewater Supervisor	
SUMMARY STATEMENT: Discuss project options to apply for CDBG money. Community Development Block Grant funding can be used to improve infrastructure for communities that qualify. The funding application must be submitted by June 5, 2019.		

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



Washington Street

CDBG Application Workshop

May 6, 2019

Background on CDBG

- The City of Long Beach has been in eligible to apply for Community Development Block Grant money for many years. The reason is because as a group, your entity must have a certain Low and Moderate Income (LMI) This changes every few years, but usually needs to be above 50% of the population served.
- Long Beach had and LMI around 40% for the last 10+ years. A recent reclassification has put Long Beach in the 60% range.
- CDBG grants come out annually, and the application deadline is early June this year.
- CDBG applicants can get approved for Grants and Loans, depending on where your project ranks statewide.

Water and Street Paving Sid Snyder Drive to South City Limits

	Without Grant	With Grant
Total Project City Limits Only		
CBDG Grant	\$ 1,496,820	\$ 1,496,820
Balance	\$ 1,496,820	\$ 996,820
Street Portion	\$ 599,820	\$ 399,455
Water Portion	\$ 897,000	\$ 597,365
Street Payment of 8 Years	\$ 82,000	\$ 55,000
Water Payment of 20 Years	\$ 55,000	\$ 37,000
Water Rate increase to cover Water Portion	3.10%	2.10%

Street Payment could be from TBD, B & O or Property taxes

Water and Street Paving Sid Snyder Drive to 35th (Seaview)

	Without Grant	With Grant
Total Project City Limits Only	\$ 2,739,820	\$ 2,739,820
CBDG Grant		\$ 500,000
Balance	\$ 2,739,820	\$ 2,239,820
Street Portion	\$ 599,820	\$ 490,357
Water Portion	\$ 2,140,000	\$ 1,749,463
Street Payment of 8 Years	\$ 82,000	\$ 67,000
Water Payment of 20 Years	\$ 131,000	\$ 107,000
Water Rate increase to cover Water Portion	7.30%	6.00%

Street Payment could be from TBD, B & O or Property taxes

Local Governments Served by the State CDBG Program

Cities & Towns:

Aberdeen	Ephrata	Mesa	Roslyn
Albion	Everson	Metaline	Royal City
Almira	Farmington	Metaline Falls	Sedro Woolley
Asotin	Ferndale	Montesano	Selah
Benton City	Forks	Morton	Sequim
Bingen	Friday Harbor	Moses Lake	Shelton
Blaine	Garfield	Mossyrock	Soap Lake
Bonney Lake	George	Moxee	South Bend
Brewster	Goldendale	Naches	South Cle Elum
Bridgeport	Grand Coulee	Napavine	Sprague
Burlington	Grandview	Nespelem	Springdale
Cashmere	Granger	Newport	St. John
Castle Rock	Hamilton	Nooksack	Starbuck
Cathlamet	Harrah	North Bonneville	Stevenson
Centralia	Harrington	Northport	Sumas
Chehalis	Hartline	Oak Harbor	Sunnyside
Chelan	Hatton	Oakesdale	Tekoa
Chewelah	Hoquiam	Oakville	Tieton
Clarkston	Ilwaco	Ocean Shores	Toledo
Cle Elum	Ione	Odessa	Tonasket
Colfax	Kahlotus	Okanogan	Toppenish
College Place	Kalama	Omak	Twisp
Colton	Kelso	Oroville	Union Gap
Colville	Kettle Falls	Othello	Uniontown
Conconully	Kittitas	Palouse	Vader
Concrete	Krupp	Pateros	Waitsburg
Connell	La Conner	Pe Ell	Wapato
Cosmopolis	La Crosse	Pomeroy	Warden
Coulee City	Lamont	Port Angeles	Washtucna
Coulee Dam	Langley	Port Townsend	Waterville
Coupeville	Leavenworth	Prescott	West Richland
Creston	Lind	Prosser	Westport
Cusick	Long Beach	Pullman	White Salmon
Davenport	Lyman	Quincy	Wilbur
Dayton	Lynden	Raymond	Wilson Creek
Electric City	Mabton	Reardan	Winlock
Ellensburg	Malden	Republic	Winthrop
Elma	Mansfield	Ritzville	Zillah
Elmer City	Marcus	Riverside	
Endicott	Mattawa	Rock Island	
Entiat	McCleary	Rosalia	

Counties:

Adams	Ferry	Klickitat	Skagit
Asotin	Franklin	Lewis	Skamania
Benton	Garfield	Lincoln	Stevens
Chelan	Grant	Mason	Wahkiakum
Clallam	Grays Harbor	Okanogan	Walla Walla
Columbia	Island	Pacific	Whatcom
Cowlitz	Jefferson	Pend Oreille	Whitman
Douglas	Kittitas	San Juan	Yakima

David Glasson

From: Ariel Smith
Sent: Tuesday, April 23, 2019 4:50 PM
To: David Glasson
Subject: FW: Washington Ave S FDR and Water Main Replacement
Attachments: 2019-04-08 - WA Ave S - FDR - Cost Estimate.pdf; Water main - City Only.pdf; Water Main Full Length.pdf; ATT00001.bin

-----Original Message-----

From: Nancy Lockett <nlockett@g-o.com>
Sent: Tuesday, April 23, 2019 4:47 PM
To: Ariel Smith <ASmith@longbeachwa.gov>
Subject: Washington Ave S FDR and Water Main Replacement

Ariel,

The cost estimate, including design and construction engineering, for full depth reclamation (FDR) for Washington Ave S from Sid Snyder Drive to the city limits is \$500,820.

The cost estimate to replace the 4-inch water main in Washington Ave. S with an 8-inch water main from Sid Snyder Drive to the city limits is \$897,000.

The cost estimate to replace the 4-inch water main in Washington Ave. S with an 8-inch water main from Sid Snyder Drive to 35th Street in Seaview (assuming pavement restoration in Long Beach is paid for as FDR) is \$2,140,000.

Summary:

FDR and water main improvements Sid Snyder to City Limits: \$1,397,820 FDR and water main improvements Sid Snyder to City Limits and water main improvements City Limits to 35th Ave (Seaview): \$2,640,820.

Let me know if you have any questions.

Nancy

Nancy Lockett, P.E. | Project Manager | 206.284.0860 p | 206.283.3206 f Gray & Osborne, Inc. | 1130 Rainier Ave. S. #300, Seattle, WA 98144

Please consider the environment before printing this email.

Electronic File Transfer-

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CITY OF LONG BEACH
WASHINGTON AVE S FULL DEPTH RECLAMATION PROJECT
CONCEPTUAL COST ESTIMATE
UPDATED: 04/23/2019
G &O #20195.47

DESCRIPTION: PULVERIZE FULL LENGTH & WIDTH, GRADE, MIX IN CTB PRIOR TO PLACING HMA INCLUDING 2-FT WIDENING

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE	AMOUNT
1.	Unexpected Site Changes (S.P. 1-04.4)	1	MC	\$5,000.00	\$5,000.00
2.	SPCC Plan (1-07.15(1))	1	LS	\$500.00	\$500.00
3.	Mobilization, Cleanup and Demobilization (S.P. 1-09.7)	1	LS	\$40,000.00	\$40,000.00
4.	Project Temporary Traffic Control (S.P. 1-10.4)	1	LS	\$40,000.00	\$40,000.00
5.	Removal of Structure and Obstruction (S.P. 2-02.5)	1	LS	\$5,000.00	\$5,000.00
6.	Pulverize Existing Asphalt Roadway (S.P. 2-02.5)	6,500	SY	\$3.00	\$19,500.00
7.	Cement Treated Base (S.P. 2-06.5)	6,500	SY	\$12.00	\$78,000.00
8.	Cement for Cement Treated Base (S.P. 2-06.5)	300	TN	\$160.00	\$48,000.00
9.	Locate Existing Utilities (S.P. 2-09.5)	1	LS	\$2,000.00	\$2,000.00
10.	Crushed Surfacing Top Course (S.P. 4-04.5)	600	TN	\$40.00	\$24,000.00
11.	HMA Cl. 1/2" PG 64-22 (S.P. 5-04.5)	1,500	TN	\$100.00	\$150,000.00
12.	Job Mix Compliance Price Adjustment (S.P. 5-04.5)	1	CALC	\$0.00	\$0.00
13.	Compaction Price Adjustment (S.P. 5-04.5)	1	CALC	\$0.00	\$0.00
14.	Adjust Catch Basin (S.P. 7-05.5)	14	EA	\$500.00	\$7,000.00
15.	Adjust Manhole (S.P. 7-05.5)	6	EA	\$500.00	\$3,000.00
16.	Adjust Valve Box (S.P. 7-12.5)	8	EA	\$400.00	\$3,200.00
17.	Adjust Meter Box (S.P. 8-01.5)	16	EA	\$300.00	\$4,800.00
18.	Erosion / Water Pollution Control (S.P. 8-01.5)	1	LS	\$5,000.00	\$5,000.00
19.	Seeding, Fertilizing and Mulching (S.P. 8-01.5)	1,200	SY	\$3.00	\$3,600.00
20.	Topsoil, Type A (S.P. 8-02.5)	130	CY	\$80.00	\$10,400.00
21.	Mailbox Support Type 1 (S.P. 8-18.5)	8	EA	\$400.00	\$3,200.00
22.	Mailbox Support Type 2 (S.P. 8-18.5)	3	EA	\$400.00	\$1,200.00
23.	Permanent Signing (S.P. 8-21.5)	1	LS	\$2,000.00	\$2,000.00
24.	Channelization Improvements (8-22.5)	1	LS	\$6,000.00	\$6,000.00

Subtotal All Items	\$461,400.00
Sales Tax at 0% per W.S. Revenue Rule No. 171	\$0.00
CONSTRUCTION COST:	\$461,400.00

Assumptions:

Existing roadway width is approx. 20 feet, Widen 2-Ft for 11-ft lanes
Pulverize existing surface into base and grade for roadway
3-Ft Asphalt Aprons with 3-Ft CSTC Wedge
4" HMA overlay over CTB Base
1" CSTC Leveling Course

City to be reimbursed by water and sewer utility purveyors for adjustments

Design Engineering	\$69,210.00
Construction Engineering	\$69,210.00
TOTAL:	\$599,820.00

TOTAL CONSTRUCTION COST:

CITY OF LONG BEACH
GRAY & OSBORNE PRELIMINARY PROJECT COST ESTIMATE
DISTRIBUTION SYSTEM IMPROVEMENT D-4
Washington Avenue
Water Main Replacement Only - Sid Snyder to City Limits, Road Restoration FDR

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Mobilization, Cleanup, and Demobilization	LUMP SUM	\$ 39,000	\$ 39,000
2	8-inch PVC C900 Water Pipe, Including Fittings	2,500 LF	\$ 60	\$ 150,000
3	Locate Existing Utilities	LUMP SUM	\$ 9,000	\$ 9,000
4	Erosion Control	LUMP SUM	\$ 9,000	\$ 9,000
5	Additional Pipe Fittings	1,100 LB	\$ 3.00	\$ 3,300
6	Trench Safety Systems	LUMP SUM	\$ 5,000	\$ 5,000
7	8-inch Gate Valves	16 EA	\$ 1,500	\$ 24,000
8	Fire Hydrants	9 EA	\$ 6,000	\$ 54,000
8	Gravel Backfill	1,020 TN	\$ 15	\$ 15,300
9	Crushed Surfacing, Top Course	- TN	\$ 30	\$ -
10	Foundation Gravel	110 TN	\$ 35	\$ 3,850
11	HMA Cl. 1/2 PG 58-22	- TN	\$ 160	\$ -
12	Sawcutting	- LF	\$ 5	\$ -
13	Cold Mix Asphalt	- TN	\$ 150	\$ -
14	Connections to Existing System	6 EA	\$ 3,500	\$ 21,000
15	3/4" Service Connections, complete	125 EA	\$ 1,500	\$ 187,500
16	Traffic Control	100 HRS	\$ 100	\$ 10,000
Subtotal.....				\$ 530,950
Tax rate (8.3%).....				44,069
Subtotal:.....				\$ 575,019
Contingency (20%).....				\$ 114,981
TOTAL ESTIMATED CONSTRUCTION COST:.....				\$ 690,000
Administration (5%):.....				\$ 34,500
Engineering (15%):.....				\$ 103,500
Construction Management (10%):.....				\$ 69,000
TOTAL ENGINEERING AND ADMINISTRATIVE COSTS (30%):.....				\$ 207,000
TOTAL ESTIMATED PROJECT COST:.....				\$ 897,000
ENR Construction Cost Index = 12,026 (February 2019)				

CITY OF LONG BEACH
 GRAY & OSBORNE PRELIMINARY PROJECT COST ESTIMATE
 DISTRIBUTION SYSTEM IMPROVEMENT D-4
 Washington Avenue
 Water Main Sid Snyder to 35th Ave (Seaview), Road Restoration in Long Beach FDR

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
1	Mobilization, Cleanup, and Demobilization	LUMP SUM	\$ 94,000	\$ 94,000
2	8-inch PVC C900 Water Pipe, Including Fittings	7,100 LF	\$ 60	\$ 426,000
3	Locate Existing Utilities	LUMP SUM	\$ 23,000	\$ 23,000
4	Erosion Control	LUMP SUM	\$ 23,000	\$ 23,000
5	Additional Pipe Fittings	3,200 LB	\$ 3.00	\$ 9,600
6	Trench Safety Systems	LUMP SUM	\$ 14,200	\$ 14,200
7	8-inch Gate Valves	46 EA	\$ 1,500	\$ 69,000
8	Fire Hydrants	24 EA	\$ 6,000	\$ 144,000
8	Gravel Backfill	2,890 TN	\$ 15	\$ 43,350
9	Crushed Surfacing, Top Course	760 TN	\$ 30	\$ 22,800
10	Foundation Gravel	330 TN	\$ 35	\$ 11,550
11	HMA Cl. 1/2 PG 58-22	510 TN	\$ 160	\$ 81,600
12	Sawcutting	9,200 LF	\$ 5	\$ 46,000
13	Cold Mix Asphalt	210 TN	\$ 150	\$ 31,500
14	Connections to Existing System	6 EA	\$ 3,500	\$ 21,000
15	3/4" Service Connections, complete	125 EA	\$ 1,500	\$ 187,500
16	Traffic Control	184 HRS	\$ 100	\$ 18,400
Subtotal.....				\$ 1,266,500
Tax rate (8.3%).....				105,120
Subtotal:.....				\$ 1,371,620
Contingency (20%).....				\$ 274,381
TOTAL ESTIMATED CONSTRUCTION COST:.....				\$ 1,646,000
Administration (5%):.....				\$ 82,300
Engineering (15%):.....				\$ 246,900
Construction Management (10%):.....				\$ 164,600
TOTAL ENGINEERING AND ADMINISTRATIVE COSTS (30%):.....				\$ 494,000
TOTAL ESTIMATED PROJECT COST:.....				<u>\$ 2,140,000</u>
ENR Construction Cost Index = 12,026 (February 2019)				

TAB - B



**CITY COUNCIL
WORKSHOP BILL**

WS 19-13

Meeting Date: May 6, 2019

AGENDA ITEM INFORMATION		
SUBJECT: Discovery Trail Signage Options	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
COST: Will be determined once a choice is made	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
SUMMARY STATEMENT: The City is looking to update the Discovery Trail signage and is seeking the opinions of the Council.		

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Trail Regulations

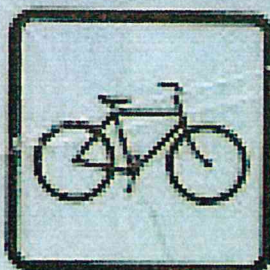
Trail Hours

November 1st - February 28th 7:00 a.m. - 6:00 p.m.

March 1st - October 31st 7:00 a.m. - 9:00 p.m.

(ORD. SEC. 24-15)
(REG. 73.1337)

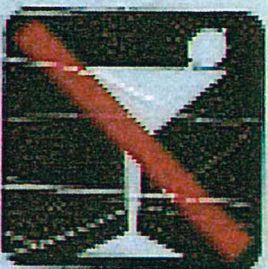
This is a regional riding & hiking trail. Please exercise safety towards all users.



DOMESTIC ANIMALS MUST BE
REINFORCED BY LEASH NOT TO
EXCEED 6 FEET IN LENGTH
(ORD. SEC. 24-15)

CLEAN UP AFTER YOUR PET
(ORD. SEC. 24-15)

(ORD. SEC. 24-15)



ALL TERRAIN VEHICLES ONLY
MUST BE REINFORCED BY LEASH
NOT TO EXCEED 6 FEET IN LENGTH
(ORD. SEC. 24-15)

NO ROLLER SKATING
OR SKATEBOARDING ON TRAIL
(ORD. SEC. 24-15)

NO SKATEBOARDING
(ORD. SEC. 24-15)



OC parks
Regional Riding & Hiking Trail

For information, please call
(866) 627-2757



PROHIBITED ON REC TRAIL

- * MOTORIZED VEHICLES
- * MOTORCYCLES / MOPEDS
- * MOTORIZED BICYCLES
- * MOTORIZED SCOOTERS
- * MOTORIZED SKATEBOARDS

CVC 21207.5

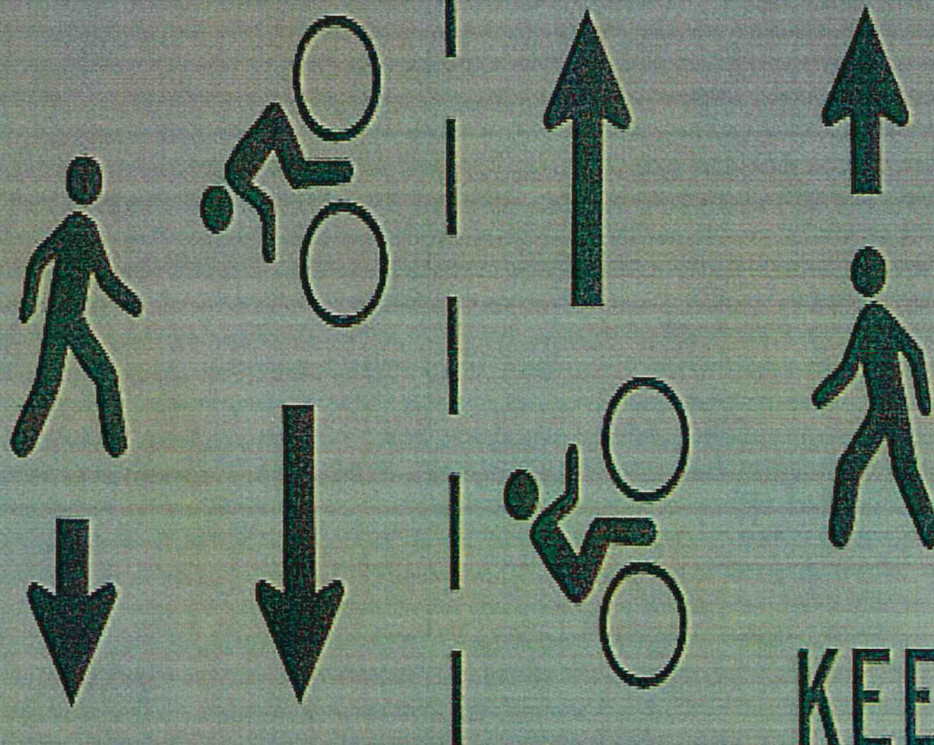
CVC 21968

CVC 23127

MCC 22-12.5

© MCC 22-14

SHARE THE TRAIL



RIDE SLOW

KEEP
RIGHT

TAB - C



Warrant Register

Check Periods: 10/1/2019 - 10/1/2019

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

Council Member	Council Member	Council Member	Clerk/Treasurer
Number	Name	Print Date	Clearing Date
58570	Bell, Helen S	4/19/2019	\$303.07
58571	Binion, Jacob	4/19/2019	\$1,700.88
58572	Booi, Kristopher A	4/19/2019	\$1,625.92
58573	Cox, Mallory E	4/19/2019	\$209.38
58574	Eastham, Miranda L	4/19/2019	\$1,684.80
58575	Gilbertson, Bradley K	4/19/2019	\$1,546.70
58576	Goulter, John R.	4/19/2019	\$1,679.53
58577	Huff, Timothy M.	4/19/2019	\$1,777.40
58578	Kemmer, Larry L	4/19/2019	\$1,496.13
58579	Luehe, Paul J	4/19/2019	\$1,585.01
58580	Miller, Matt W	4/19/2019	\$1,518.92
58581	Mortenson, Tim	4/19/2019	\$1,761.50
58582	Padgett, Timothy J	4/19/2019	\$1,653.81
58583	Persell, Whitney J	4/19/2019	\$1,225.74
58584	Warner, Ralph D.	4/19/2019	\$103.08
58585	Wood, Matthew T	4/19/2019	\$1,582.69
58586	Wright, Flint R	4/19/2019	\$2,807.07
58587	Zuern, Donald D.	4/19/2019	\$2,285.71
58588	AFLAC	4/19/2019	\$585.57
58589	City of Long Beach - Fica	4/19/2019	\$12,376.98
58590	City of Long Beach - FWH	4/19/2019	\$8,092.96
58591	Dept of Labor & Industries	4/19/2019	\$1,946.57
58592	Dept of Retirement Systems	4/19/2019	\$14,830.47
58593	Dept of Retirement Systems Def Comp	4/19/2019	\$2,876.00
58594	Employment Security Dept	4/19/2019	\$206.22
58595	Massmutual Retirement Services	4/19/2019	\$675.00
58596	Teamsters Local #58	4/19/2019	\$178.50
58597	Dept of Labor & Industries	3/20/2019	\$1,439.24
58598	Association of WA Cities	4/19/2019	\$27,392.37

Altitude	Name	Pay Date	Cleaning Date	Amount
85072	Cutting, Jeff	4/11/2019		\$180.00
85073	Phillips, Jerry	4/15/2019		\$277.24
85074	CenturyLink	4/15/2019		\$1,561.75
85075	U.S. Cellular	4/15/2019		\$65.42
85076	Olympic Region Clean Air Agency	4/15/2019		\$581.00
85077	CNA Surety	4/16/2019		\$50.00
85078	Beach Barons	4/17/2019		\$55.00
85079	Employment Security Dept	4/18/2019		\$1,004.14
85080	Lexipol, LLC	4/22/2019		\$1,961.00
85081	Tangly Cottage Garden	4/22/2019		\$1,035.06
85082	Western Display Fireworks	4/22/2019		\$5,000.00
85083	Zuern, Donald	4/23/2019		\$143.60
85084	Cutting, Jeff	4/23/2019		\$230.84
85085	ICMA	4/24/2019		\$200.00
85086	National Volunteer Fire Council	4/24/2019		\$106.00
85087	Custer, Kimberlee	4/24/2019		\$40.63
85088	Goff, Kenny	4/24/2019		\$13.54
85089	LaFontaine, Patrick	4/24/2019		\$108.33
85090	McNabb, Cahlin	4/24/2019		\$27.08
85091	Miller, Matt	4/24/2019		\$40.63
85092	Nagy, Branden	4/24/2019		\$13.54
85093	Noonan, Jennifer	4/24/2019		\$40.63
85094	Phillips, John	4/24/2019		\$27.08
85095	Williams, David	4/29/2019		\$433.97
85096	Parker, Michael	4/29/2019		\$167.08
85097	Ellyson, Sue	4/29/2019		\$146.00
85098	Glasson, David	4/29/2019		\$148.00
85099	Mortenson, Tim	4/29/2019		\$146.00
85100	Wright, Flint	4/30/2019		\$305.50
85101	Postmaster	5/3/2019		\$3,755.40
85102	ChargePoint	5/3/2019		\$66.06
85103	Galls, LLC	5/3/2019		\$1,300.00
85104	Goulter, Allen J III	5/3/2019		\$8,240.37
85105	Public Utility District 2	5/3/2019		\$1,018.30
85106	A-1 Redi Mix	5/3/2019		\$401.60
85107	Active Enterprises, Inc.	5/3/2019		\$95.00
85108	All Safe Mini Storage	5/3/2019		\$25.00
85109	ALS Group USA, Corp.	5/3/2019		\$51.96
85110	AlSCO-American Linen Div.	5/3/2019		\$38.12
85111	Arts Auto Parts Inc.	5/3/2019		\$2,060.55
85112	Astoria Janitor & Paper Supply	5/3/2019		\$1,502.50
85113	Backflow Management Inc	5/3/2019		\$62.76
85114	Bailey's Saw Shop	5/3/2019		\$5,743.00
85115	Berkadia Commercial Mortgage	5/3/2019		\$4,565.47
85116	Cascade Columbia Distribution CO	5/3/2019		\$118.60
85117	Ced - Consolidated	5/3/2019		

Number	Name	Print Date	Cleaning Date	Amount
85118	Chinook Observer	5/3/2019		\$511.85
85119	City of Ilwaco	5/3/2019		\$5,571.88
85120	CRUISE MASTER PRISMS	5/3/2019		\$14.25
85121	Cummins Sales and Service	5/3/2019		\$3,523.19
85122	Day Wireless Systems	5/3/2019		\$381.91
85123	Department of Licensing - Firearms Section	5/3/2019		\$21.00
85124	Dept of Ecology	5/3/2019		\$2,548.27
85125	Dijulio Displays	5/3/2019		\$534.79
85126	Ecological Land Services	5/3/2019		\$4,484.40
85127	Ellyson, Sue	5/3/2019		\$12.99
85128	Environmental Resource Associates	5/3/2019		\$131.81
85129	Evergreen Septic Inc	5/3/2019		\$533.00
85130	Evergreen Septic Pumping LLC	5/3/2019		\$729.68
85131	Fastsigns	5/3/2019		\$1,412.16
85132	Ferguson Enterprises, Inc #3007	5/3/2019		\$593.73
85133	Global Environmental Products	5/3/2019		\$558.81
85134	Grafix Shoppe	5/3/2019		\$399.67
85135	Gray & Osborne	5/3/2019		\$63,247.33
85136	H. D. FOWLER	5/3/2019		\$34,617.01
85137	Hach Company	5/3/2019		\$639.52
85138	Hedges, Jan Lem	5/3/2019		\$906.72
85139	Hill & Son Excavating & Tree Service Inc	5/3/2019		\$5,804.97
85140	K & L Supply, Inc.	5/3/2019		\$119.87
85141	MAC TOOLS	5/3/2019		\$342.22
85142	Municipal Emergency Services Depository Account	5/3/2019		\$2,517.98
85143	Myers, Ragan	5/3/2019		\$71.61
85144	National Fire Protection Assoc	5/3/2019		\$95.40
85145	One Call Concepts, Inc.	5/3/2019		\$21.40
85146	Pacific County Treasurer	5/3/2019		\$2,762.91
85147	Peninsula Sanitation	5/3/2019		\$3,682.42
85148	Peninsula Visitors Bureau	5/3/2019		\$43,308.50
85149	Postmaster	5/3/2019		\$347.90
85150	Powersports Northwest	5/3/2019		\$680.68
85151	Quill Corporation	5/3/2019		\$111.92
85152	Smart Tech Systems	5/3/2019		\$360.00
85153	Snap-ON Tools	5/3/2019		\$33.03
85154	Standard Insurance Co.	5/3/2019		\$3,073.99
85155	Tangly Cottage Garden	5/3/2019		\$1,394.49
85156	TIAA Bank	5/3/2019		\$227.97
85157	TireHub	5/3/2019		\$200.06
85158	Total Battery & Auto	5/3/2019		\$301.82
85159	Traffic Safety Supply Co.	5/3/2019		\$162.45
85160	Unum Life Insurance	5/3/2019		\$39.90
85161	Verizon Wireless	5/3/2019		\$708.29
85162	Wadsworth Electric	5/3/2019		\$386.62

Number	Name	Print Date	Clearing Date	Amount
85163	WASHINGTON FIRE CHIEFS	5/3/2019		\$900.00
85164	Wex Bank	5/3/2019		\$2,500.00
85165	Wilcox & Fiegel Oil Co.	5/3/2019		\$1,501.59
	Total		Check	\$333,346.47
	Grand Total			\$333,346.47

LONG BEACH CITY COUNCIL MEETING

April 15, 2019

6:30 COUNCIL WORKSHOP

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

WS 19-10- Long Beach Charging Station

- David Glasson, City Administrator, presented the workshop bill.
-The first 3 years of this contract were paid for by the Port of Peninsula. Since that contract has lapsed it is up to the City to decide whether or not to continue this service. The annual cost is roughly \$1,200 per year or the city could decide to pass that cost onto the users.
- **No decisions or motions were made at this time.**

WS 19-11- Update on Transportation Benefit District

- David Glasson, City Administrator, presented the workshop bill.
-Update on the Transportation Benefit District revenues, Idaho project. Pacific Avenue WSDOT paving schedule.
- **No decisions or motions were made at this time.**
The Mayor adjourned the workshop at 6:58 p.m.

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

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

ROLL CALL

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

PUBLIC COMMENT

No comments

CONSENT AGENDA

Minutes, April 1, 2019 City Council Meeting

Payment Approval List for Warrant Registers 58530-58567 & 84987-85071 for \$248,631.63

C. Linhart made the motion to approve the Consent Agenda. C. Cline seconded the motion; 3 Ayes; 2 Absent, motion passed.

BUSINESS

AB 19-20– Certify Match for RCO Project at Culbertson Park

Ariel Smith, Community Development Director, presented the Agenda Bill. RCO requires that the receiving agency certifies the match necessary to complete the proposed project. This match is a combination of labor and cash and was incorporated into the 2019 budget.

C. Linhart made the motion to authorize Mayor Phillips certify the match agreement with RCO for the Culbertson Park Renovations. C. Kemmer seconded the motion; 3 Ayes; 2 Absent, motion passed.

AB 19-21– Resolution 2019-02 Setting a Public Hearing Date for VAC 2019-01

Ariel Smith, Community Development Director, presented the Agenda Bill. Property Owner, John Belisle, is requesting to vacate the north portion of 4th ST NE. The petition was received on March 25, 2019. Mr. Belisle hopes to build a home at 310 4th ST NE and is asking for the vacated portion of right-of-way so that he has more room to access his garage. Utilities have been located and there doesn't seem to be any conflict.

C. Linhart made the motion to pass Resolution 2019-02. C. Cline seconded the motion; 1 Abstain (C. Kemmer); 2 Ayes, motion passed.

AB 19-22– Construction Bid Award for the Regional Biosolids Treatment Facility

David Glasson, City Administrator, presented the Agenda Bill. The bid for the Biosolids Treatment Plant project closed on Tuesday, April 9th at 2 pm. The bid tabulations are included in the packet. The lowest bidder was Tapani Construction out of Battle Ground. The City Engineer is checking references and will have a formal recommendation that will be presented during tonight's meeting.

C. Linhart made the motion to authorize the Mayor to enter into an agreement with Tapani Construction. C. Cline seconded the motion; 3 Ayes; 2 Absent, motion passed.

AB 19-23– Fireworks Contract

David Glasson, City Administrator, presented the Agenda Bill. Included in the agenda bill are the agreements for the following shows and amounts:

July 4th, \$18,000 Show & \$1,250 for Lodging. Kite Festival Friday \$6,000 and New Year's \$1,500.

C. Linhart made the motion to authorize Mayor Phillips to execute the agreements. C. Cline seconded the motion; 3 Ayes; 2 Absent, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Long Beach Police Chief Monthly Report for March 2019
- Wastewater Department Report for March 2019
- Water Department Report for March 2019
- Treasurer's Report for February 2019
- Treasurer's Report for March 2019
- AWC Annual Conference

ADJOURNMENT

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

Mayor

ATTEST:

City Clerk

TAB - D

NATIONAL SAFE BOATING WEEK PROCLAMATION!

Boat Responsibly...



For nearly 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During ***National Safe Boating Week***, the U. S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly.

Safe boating begins with preparation. The Coast Guard estimates that human error accounts for 70 percent of all boating accidents and that life jackets could prevent nearly 85 percent of boating fatalities. Through basic boating safety procedures — carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating — we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season.

National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

***Whereas**, on average, 650 people die each year in boating-related accidents in the U. S.; 76 percent of these fatalities caused by drowning; and

***Whereas**, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

***Whereas**, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

Therefore, I, _____, do hereby support the goals of the Safe Boating Campaign and proclaim ***May 18-24, 2019*** as ***National Safe Boating Week*** and the start of the year-round effort to promote safe boating.

In Witness Whereof, I urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

Given under my signature and the seal of
at the city of _____,
this _____ of _____, 2019.

TAB - E

Proclamation

RECEIVED
APR 30 2019
CITY OF LONG BEACH

WHEREAS, mental health is essential to everyone's overall health and well-being; and WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there is a strong research that animal companionship, humor, spirituality, religion, recreation, social connections, and work-life balance can help all Americans protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health and other chronic health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, I Jerry Phillips do hereby proclaim May 2019 as Mental Health Month in the City of Long Beach. As the Mayor, I also call upon the citizens, government agencies, public and private institutions, businesses and schools in City of Long Beach to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

May 11th | 9:00 a.m.

Boldstad Approach, Long Beach

10th Annual Mental Wellness Walk

THE
STEPPINGUP
INITIATIVE



Pacific County
www.pompc.org

As part of Mental Health Awareness Month, Peace of Mind Pacific County and the Stepping Up Initiative will hold our 2019 Wellness Walk for all ages on May 11th. The walk begins at 9:00 am at the Bolstad Approach, Long Beach, and goes north on the Discovery Trail to Clark's Tree and back. A silent auction, raffle, children's items, and T-shirts will be available. For more information email info@pompc.org, see our website www.pompc.org or our Facebook page.

TAB — F



**CITY COUNCIL
AGENDA BILL**

AB 19-24

Meeting Date: May 6, 2019

AGENDA ITEM INFORMATION

***SUBJECT: Right-of-Way
Vacation – North portion
of 4th ST NE
Public Hearing***

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

AS

Events Coordinator

Finance Director

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

COST: Market Value -
\$1,631.25 – ½ \$815.63 the City
can charge

SUMMARY STATEMENT: The City has been approached by the homeowner that abuts a portion of the north side of the 4th Street NE right-of-way to vacate 12.5' x 50' that fronts his property. Please see attached staff report, location map and letter of interest.

RECOMMENDED ACTION: Review the Staff Report, continue the hearing to the May 20th Council date where the Ordinance can be presented.

City of Long Beach
Department of Community Development

STAFF REPORT

TO: Long Beach City Council
FROM: Ariel Smith, Community Development Director
SUBJECT: Case No. VAC 2019-01
Vacation of Right-of-Way—4th Street Northeast– north portion
PETITIONER: John Belisle
SITE ADDRESS: Northern twelve and a half feet (12.5') of the right-of-way of 4th Street Northeast, from the western property line of parcel no. 730110595005 to the easterly property corner approximately 50 feet;
Assessor's Parcel No. 730110595005
The subject property is located on Block 59, lot 5, Plat of Long Beach East Addition, of Long Beach, Pacific County, Washington.
DATE: April 16, 2019

BACKGROUND

The owner of 310 4th St NE has petitioned to vacate the north side of the 4th St NE Right-of-way [location map attached]:

- Northern twelve and a half feet (12.5') of the right-of-way of 4th Street Northeast, from the western property line of parcel no. 730110595005 to the easterly property corner approximately 50 feet;

The vacated property would be joined with the petitioner's parcel, APN 730110595005. This ROW would be used as a driveway to the petitioner's proposed home. Without the street vacation the configuration of the of the home would need to be altered and the current plans would not meet the setback standards for that zone. Below is a discussion of existing infrastructure located within the subject ROW.

PROPERTY DETAILS

Comprehensive Plan Map Future Land Use Designation of Adjacent Property: Single-Family

Shoreline Master Program: Not applicable

SEPA: Not applicable

Zoning of Adjacent Property:

- North, south, east and west: R1– Single-Family Residential

Site Description: The proposed ROW vacation is comprised of 625 square feet (SF), 12.5'X 50' trending east-west along 4th Street NE. The vacated ROW would be joined with the applicant's property, which is a 50' X 100' lot. The area is purely residential in nature. The current site is vacant and the owner hopes to develop a single-family residence this year.

Vicinity Characteristics:

AREA	LAND USE PLAN	ZONING	EXISTING CONDITIONS
NORTH	Single-Family	R1	Residence
SOUTH	Single-Family	R1	Residence
EAST	Single-Family	R1	Residence
WEST	Single-Family	R1	Residence

Utilities and Services:

Water: City water available

Sewer: City sewer available

Transportation: Property has frontage on 4th ST NE

Public Education: Ocean Beach School District

Electricity: PUD No. 2 single phase electricity available at site

Storm water and

Drainage: The owner will be required to keep all stormwater on site

Cable: Charter Cable and several satellite providers available

Solid Waste: Area served by Peninsula Sanitation

Police and Fire: City of Long Beach

Medical and

Emergency Facilities: City of Long Beach EMS, Medix ambulance service, and Ocean Beach Hospital District

Library: Timberland Regional Library in Ilwaco and Ocean Park.

Public Parks and

<u>Recreation Area(s):</u>	Numerous park and recreation areas within the City of Long Beach and within Pacific County; within walking distance to the beach and ball fields about a block south
<u>Public Transit:</u>	Pacific Transit District service available, including Dial-A-Ride
<u>Flood Zone:</u>	Zone C–Minimal Flooding

PROCEDURAL INFORMATION

Authorizing Ordinances

Title 11, Unified Development, of the of Long Beach City Code, and more specifically as follows:

City Code Section 11-6C-1 allows an abutting property owner to petition the City Council to vacate all or portions of street or alley ROWs ;

City Code Sections 11-6C-2, 3, and 4 set forth procedures for evaluating the vacation of a street or alley; and

City Code Sections 11-6C-6, 7, and 8 set forth how title, zoning, and vested rights are to be handled for vacated property.

This petition is required pursuant to City Code **Section 11-6C-1(A)**. Other applicable City regulations and guidelines are as follows:

- City of Long Beach Comprehensive Plan
- City of Long Beach Unified Development Regulations

Process to Date

In 2019

- March 25: Petition received by City to vacate the north portion of 4th St NE [attached]
- January 15: City Administrator notified
- April 2: City looked at utility GIS to determine if ROW vacation interfered with any services; PUD notified the City that there is power service in the ROW.
- May 21: City Council considered and passed Agenda Bill (AB) 19-21, which approved Resolution 2019-02 [both attached], establishing May 6, 2019 as the day for a public hearing and possible decision. That hearing date was not less than twenty (20) days and not more than sixty (60) days from the date of the passage of said resolution.

- April 16: The City posted a public notice [attached] at the subject property, Long Beach City Hall, the Long Beach Post Office, and the Long Beach Police Department. The City also requested the Chinook Observer publish the notice on April 24 and May 1, 2019.
- May 6: The Council is expected to conduct a public hearing to take public input and may decide to close or continue the hearing.
- May 20: This is the date slated for the Council to make a decision on this matter, barring continuation of the public hearing.

Materials Submitted

The petitioner submitted the following in support of the subject request for approval:

- Petition (letter)

ANALYSIS

Regarding street or alley vacations, the Long Beach City Code restricts itself to procedural requirements and provides no guidance regarding what the City Council must consider when deciding whether or not to vacate ROWs. It is left to the City Council to make this decision based on the Council's judgment of what is in the best interest of the City. The following analysis provides input from key staff, identifies procedural requirements, and identifies relevant portions of the City's Comprehensive Plan. This analysis is intended to inform the Council's decision by identifying potential costs and benefits of this proposed partial street vacation. Where City Code or Comprehensive Plan references are relevant they appear [in brackets].

I. Staff Input

Fire Chief: Chief Matt Bonney has no comments and identified no issues with the requested vacation.

Staff recommends that 625 SF be vacated as proposed.

Water and Sanitary Sewer Department Head, Don Zuern, states that there are no City facilities in that portion of the ROW to be vacated.

Parks, Streets, and Drainage Department Head, Mike Kitzman, states that there are no City facilities that exist in that portion of the ROW to be vacated.

Engineer for Public Utilities District (PUD) No.2 of Pacific County, Jason Janda, states there are no PUD utilities located in the portion of the ROW to be vacated.

II. Comprehensive Plan

Comprehensive Plan Goal 2-2: Strengthen Long Beach's identity as a residential community.

The proposed street vacations would be zoned R1 as is the property on each side, lending more land to serve as residential. Street vacation as requested conforms to the Comprehensive Plan.

III. City Code

The owners of an interest in any real estate abutting upon any street or alley may petition the city council to make vacation, giving a description of the property to be vacated. The petition must be filed with the City Administrator. [City code at 11-6C-1(A), (C)]

On March 25, 2019, the applicant, who is also the owner of the property abutting the north side of the ROW of 4th ST NE, filed a petition with the City requesting partial street vacation, and described the property desired to be vacated. At the time the proper utilities were contacted for a locate to ensure that this vacation would not impact any existing services.

If the petition is signed by the owners of more than two-thirds (2/3) of the property abutting upon the street or alley sought to be vacated, the city council shall by resolution set a date when the petition will be heard at a public hearing and decided upon. The date shall be not more than sixty (60) days nor less than twenty (20) days after the date of the passage of such resolution. [City code at 11-6C-2]

The petitioner owns 100% of the property adjoining that portion of 4th ST NE, and the City Council is required to set a date for a public hearing on the matter. On April 15, 2019, the Long Beach City Council approved AB 19-21, passing Resolution 2019-02. That resolution

fixed the date of a public hearing to hear input on the proposed vacation and to possibly decide the issue. The resolution as approved conforms to code.

Upon passage of the resolution, the city administrator must post notice of the petition in three (3) public places in the city and a notice in a conspicuous place on the street or alley sought to be vacated. The notice must contain:

1. A statement that a petition has been filed to vacate the street or alley described in the notice; and
2. A statement of the time and place fixed for the hearing of the petition. [City code at 11-6C-3(A)]

On or about April 16, 2019 the City posted notice of the public hearing, including a description of the property proposed to be vacated, as well as a description of the date, time, and location of the hearing in three (3) public locations in the City, plus one on the property proposed to be vacated. In addition, on April 16, 2019, the City requested the Chinook Observer publish the notice in its April 24 and May 1, 2019 editions. The notice as stated and posted conforms to code.

If fifty percent (50%) of the abutting property owners file written objection to the proposed vacation with the city administrator prior to the time of the hearing, the city will not proceed with the resolution. [City code at 11-6C-3(C)]

The property owners to the east and west have not made any comments at this time.

Ordinance Required: The hearing on the petition must be held by the city council. If the city council decides to grant the petition or any part of it, the city council may by ordinance vacate the street or alley. The ordinance may provide that it will not become effective until the owners of property abutting upon the street or alley so vacated will compensate the city in an amount which does not exceed one-half ($\frac{1}{2}$) the appraised value of the area so vacated, except in the event the subject property was acquired at public expense, compensation may be required in an amount equal to the full appraised value of the vacation; provided, that the ordinance may provide that the city retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services. [11-6C-4(A)] They City also requires that vacation of streets that abut water be in the full amount.

The City Council is scheduled to conclude a public hearing on this matter at its regularly – scheduled meeting on May 6, 2019. After that hearing, should the City decide to pass an ordinance and vacate a portion of the subject ROW, the applicants shall cause to have conducted an appraisal of the market value of the area to be vacated. Since the subject ROW was not purchased at public expense, and because this ROW does not directly lead to the ocean as defined in City Code, Council would be allowed to ask the applicant to pay up to a maximum of ½ the market value.

The initiating party shall be responsible for the payment of all costs associated with the vacation, including the appraisal of the property. [11-6C-4(A)(1)]

If Council grants the vacation and passes an ordinance, the petitioners must pay to have an appraisal conducted to establish the value of the property to be vacated. Alternatively, the Council and petitioners may mutually agree to use a recent valuation conducted by Pacific Realty, which fixed the full market value at \$1,631.25. With ½ market value as the maximum amount allowed to be charged, the amount to be charged would be \$815.63.

The amount a petitioner must pay for a vacated ROW up to the maximum is entirely up to Council.

Record Ordinance: A certified copy of the ordinance must be recorded by the city clerk-treasurer with the Pacific County auditor. [11-6C-4(B)]

This is a staff task, and if the transaction is completed, staff will record a certified copy of the ordinance with Pacific County. The petitioner will pay any recording costs.

Title to Vacated Street or Alley: If any street or alley is vacated by the city council, the property within the limits so vacated will belong to the abutting property owners. [11-6C-6]

If the City Council vacates the north portion of the 4th NE ROW as requested, the property would be owned by the petitioners or subsequent owners of the property to which the vacated land is joined.

Zoning of Vacated Street or Alley: The zoning of vacated ROWs shall be the same as that of the abutting property to which it will belong. [11-6C-7]

If the City Council vacates the north portion of the 4th NE ROW as requested, that property would be zoned R1—Single-Family Residential.

SUMMARY

Northern twelve and a half (12.5') of the right-of-way of 4th ST NE, from the western property line of parcel no. 730110595005 to the easterly property corner approximately 50 feet. The total area proposed for vacation is 625 SF.

This creates no permanent problems for City facilities and functions or any problems that cannot be rectified. Analysis of the proposal against the City's Comprehensive Plan goals and regulations does not indicate the vacations as proposed would conflict with City plans or regulations.

SUGGESTED FINDINGS OF FACT AND CONCLUSIONS OF LAW

I. Suggested Findings of Fact

Staff provides the City Council of the City of Long Beach, Washington, the following suggested findings of fact as input to the Council's own evaluation of Case No. VAC 2019-01. If any Findings of Fact herein are deemed Conclusions of Law, they are incorporated into the Conclusions of Law for this decision.

1. **Petition.** The City Council finds the petition comprises the following:
 - 1.1 A letter from petitioner John Belisle, March 25, 2019.
 - 1.2 All other information contained in Case File No. VAC 2019-01.
2. **Procedures.** The Council finds the following procedures were followed:
 - 2.1 On March 25, 2019, petition was received by the City.
 - 2.2 On March 25, 2019, the City Administrator was notified.
 - 2.3 On March 26, 2019 the Community Development Director consulted with City Department heads, Public Utility District No. 2 of Pacific County, and CenturyTel regarding this ROW.
 - 2.4 On April 15, 2019 the City Council approved Resolution 2019-02 setting the time and place for a public hearing on the matter.
 - 2.5 On or soon after April 16, 2019 the City posted notice of the hearing at the subject site, the Long Beach Post Office, the Long Beach Police Station, and Long Beach City Hall. The City also requested the Chinook Observer publish the notice in its April 24 and May 1, 2019, issues. The notice includes a statement of the proposal,

a description of the land proposed to be vacated, as well as a map. The notice also includes instruction on how to submit comments on the proposal.

2.6 On May 6, 2019, the Long Beach City Council opened and conducted a public hearing at or soon after 7 PM to take public comment on this matter.

3. **Proposal.** The City Council finds the following regarding the proposed street vacations:

3.1 The petitioners request and City staff recommend that Council vacate the following, with transfer of title to the petitioners and all rights thereto:

- Northern twelve and a half (12.5') of the right-of-way of 4th ST NE, from the western property line of parcel no. 730110595005 to the easterly property corner approximately 50 feet. The total area proposed for vacation is 625 SF.

3.2 The petitioners shall pay for all costs associated with this proposal, including and not limited to noticing fees and appraisal costs.

3.3 The petitioner shall pay the City up to a maximum of 50% of the appraised value of the subject property.

4. **Property characteristics.** The City Council finds the following regarding the subject property:

4.1 Northern twelve and a half feet (12.5') of the right-of-way of 4th Street Northeast, from the western property line of parcel no. 730110595005 to the easterly property corner approximately 50 feet; of Lot 5, in Block 59 of East Addition to Long Beach, according to the Plat thereof on file in the office of the Auditor in Volume D-1 of Plats, Page 45, of Pacific County, Washington

Characteristics of the property to which the vacated land would become part are as follows:

4.2.1 The parcel is 50' X 100'.

4.2.2 The lot currently is vacant.

4.2.3 The parcel is located within the C flood zone.

4.2.4 The parcel is essentially flat.

4.2.5 The parcel is served with City and utility services.

5. **Subject property land use and zoning.** The City Council finds the following regarding the land use and zoning of the property proposed for vacation:

5.1 The subject property is located adjacent to the R1—Single-Family Residential zone pursuant to the City's zoning regulations.

- 5.2 The subject property is located adjacent to property designated R1—Single-Family on the future land use map of the Long Beach Comprehensive Plan.
- 5.3 The current land use of the subject property is developed with a single family home on it.

6. **Surrounding property land use and zoning.** The City Council finds the following regarding the land use and zoning of surrounding property:

AREA	LAND USE PLAN	ZONING	EXISTING CONDITIONS
NORTH	Single-Family	R1	Residence
SOUTH	Single-Family	R1	Residence
EAST	Single-Family	R1	Residence
WEST	Single-Family	R1	Residence

7. **Services.** The City Council finds the following regarding services and utilities available to serve the proposed project:
- 7.1 Water is available from the City of Long Beach.
- 7.2 Sewer is available from the City of Long Beach.
- 7.3 Transportation: Existing from 4th St NE
- 7.4 Public Education is provided by the Ocean Beach School District.
- 7.5 Electricity is available from Pacific County PUD No. 2.
- 7.6 Solid Waste is available from Peninsula Sanitation, and service is already provided on Ocean Beach Blvd N.
- 7.7 Police and Fire are provided by the City of Long Beach Police and City of Long Beach Fire Departments.
- 7.8 Medical and Emergency Facilities are provided by the City of Long Beach EMS, Medix Ambulance Service, and Ocean Beach Hospital District No. 3.
8. **City Staff and PUD Input.** The City Council finds the following regarding staff and PUD input:
- 8.1 City staff did not identify any conflicts regarding City services or utilities that cannot be rectified.
- 8.2 The PUD did not identify any conflicts regarding PUD services or utilities that cannot be rectified.
- 8.3 Contact with CenturyTel was made and staff is still waiting to hear back.

9. **City's Comprehensive Plan.** The City Council finds the proposed project complies with the following relevant portions of the City's Comprehensive Plan:
 - 9.1 Goal 2-2, Land Use.
10. **City's Unified Development Regulations.** The City Council finds the proposal complies with the following relevant portions of the City's Unified Development regulations:
 - 10.1 11-6C-1(A), (C): Petition by owner.
 - 10.2 11-6C-2: Setting date for hearing.
 - 10.3 11-6C-3: Notice of hearing.
 - 10.4 11-6C-4: Hearing; ordinance of vacation.
 - 10.5 11-6C-6: Title to vacated street or alley.
 - 10.6 11-6C-7: Zoning of vacated street or alley.

II. Suggested Conclusions of Law

Staff provides the Long Beach City Council the following suggested conclusions of law as input to the Council's own evaluation of Case No. VAC 2019-01. The conclusions of law herein are made in reliance upon and with specific reference to and adoption of the Findings of Fact stated above, which are incorporated herein in their entirety by reference. If any Conclusions of Law herein are deemed Findings of Fact, they are incorporated into the Findings of Fact for this decision.

The City Council of the City of Long Beach, Washington, concludes the following regarding Case No. VAC 2019-01:

1. Case No. VAC 2019-01 complies with relevant portions of the City's Comprehensive Plan, adopted via Ordinance 838, as may be amended.
2. Case No. VAC 2019-01 complies with relevant portions of the Unified Development Regulations, adopted via Ordinance 848, as may be amended.

SUGGESTED RECOMMENDATION AND ACTION

Based on the analysis and suggested findings of fact and conclusions of law, above, staff recommends the City Council adopt the above findings of fact and Ordinance No. 955 and **CONDITIONALLY APPROVE** Case No. VAC 2019-01, including vacation of the following:

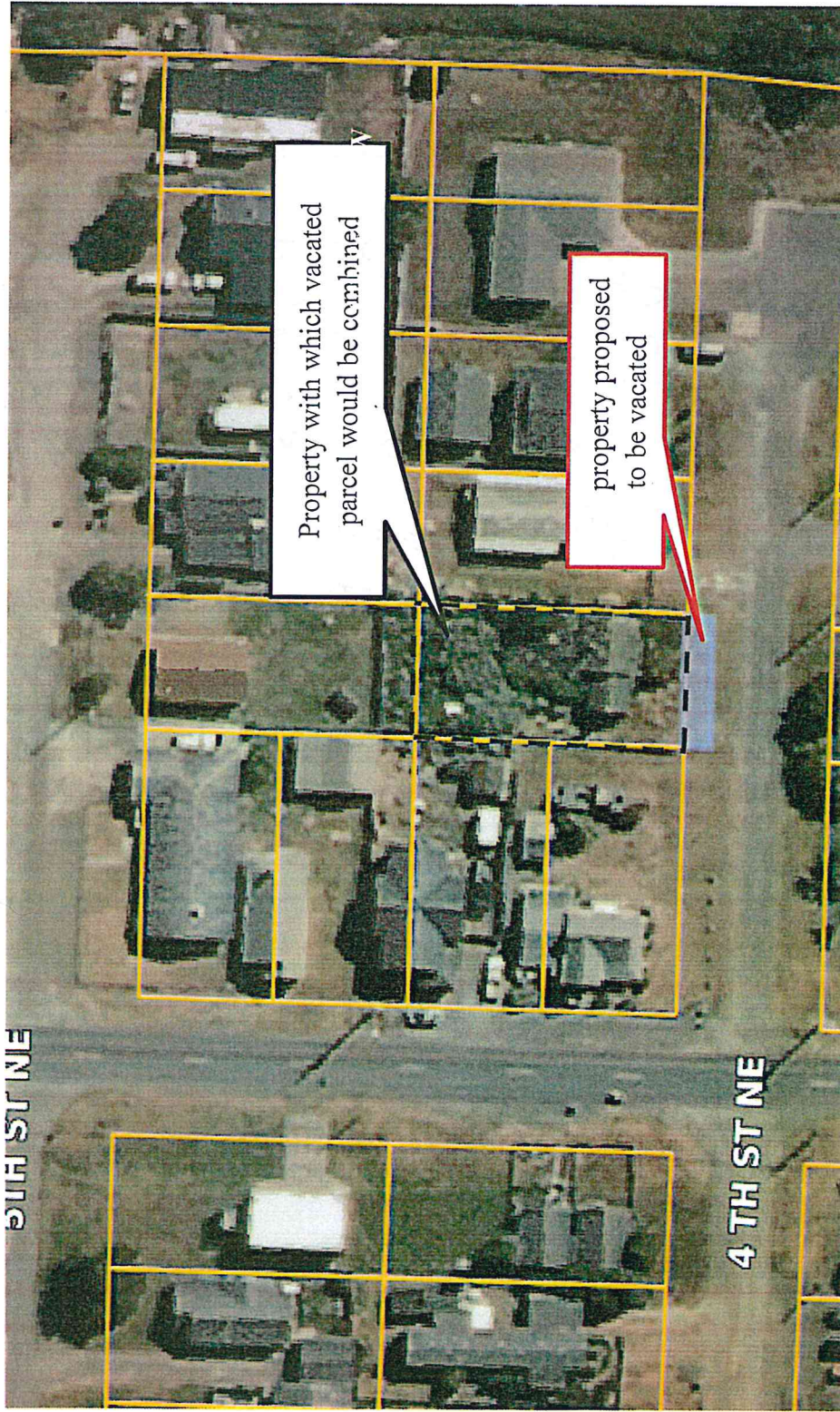
- Northern twelve and a half (12.5') of the right-of-way of 4th ST NE, from the western property line of parcel no. 730110595005 to the easterly property corner approximately 50 feet.

and incorporating the following conditions of approval:

1. The petitioner shall pay for all costs associated with this partial ROW vacation.
2. If required by the Long Beach City Council, the petitioner shall cause to have a market-value appraisal made of the subject property at petitioner's expense, or alternatively agree to use the results of a recent valuation based on purchase of nearby property, unless this requirement is waived by the City Council.
3. If required by the Long Beach City Council, the petitioner shall pay the City of Long Beach up to 50% of the market value of the subject property.

ATTACHMENTS

1. Location map
2. Petition (letter)
3. AB 19-21
4. Resolution 2019-02
5. Notice of public hearing



Case No. VAC 2019-01; Location Map
John Belisle
Partially vacate 4th Street NE; combine with property to north

MARCH 25, 2019

To whom it may Concern,

I Currently own Property at
410 4th Street N.E. in Long Beach.
I would Like to purchase 12.5 feet
of 4th Street as it abuts my
Property on the South Side.

I believe 4th Street is more
than wide enough to vacate
12.5 feet and not cause any
issue with further Street
development in the future, if
the City was to add Sidewalks.

Thank you,

John Belisle
PO Box 204
Long Beach, WA
98631
(253) 363-1055



**CITY COUNCIL
AGENDA BILL
AB 19-21**

Meeting Date: April 15, 2019

AGENDA ITEM INFORMATION

***SUBJECT: Resolution
2019-02 - Set Public
Hearing Date to Receive
Public Comment
Regarding Partial ROW
Vacation of 4th ST NE –
north portion (Case No.
VAC 2019-01)***

Originator:

Mayor	
City Council	
City Administrator	
City Attorney	
City Clerk	
City Engineer	
Community Development Director	AS
Finance Director	
Fire Chief	
Police Chief	
Streets/Parks/Drainage Supervisor	
Water/Wastewater Supervisor	
Other:	

COST: N/A

SUMMARY STATEMENT: Property owner John Belisle is requesting to vacate the north portion of 4th St NE. The petition was received on March 25, 2019. Mr. Belisle hopes to build a home at 310 4th ST NE and is asking for the vacated portion of right-of-way so that he has more room to access his garage. Utilities have been located and there doesn't seem to be any conflict.

Pursuant to **11-6C-2 and RCW 35.79.10**, when an adequate vacation petition is received, Council shall by resolution set a date when the petition will be heard and decided upon. The hearing may be no more than sixty (60) days nor less than twenty (20 days) after the date of such resolution passage. Resolution 2019-02 accomplishes this, setting a hearing date of May 6, 2019.

Staff intends to deliver a detailed staff report on this matter at the next Council meeting on May 6, 2019.

RECOMMENDED ACTION: Pass Resolution 2019-02.

RESOLUTION 2019-02

A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON SETTING THE TIME AND PLACE FOR A PUBLIC HEARING FOR CONSIDERING A PARTIAL STREET VACATION OF 4th STREET NORTHEAST

WHEREAS, John Belisle has filed a petition for the partial vacation of 4th Street Northeast to combine with his adjoining parcel to the north; and,

WHEREAS, RCW 35.79 requires passage of a resolution setting the time and place for a public hearing to consider vacation of a public street and the posting of public notices, such public hearing to be scheduled not less than twenty (20) nor more than sixty (60) days from passage of said resolution;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LONG BEACH CITY COUNCIL that a public hearing shall be held in the Council Chambers at Long Beach City Hall for the purpose of considering the partial street right-of-way vacation of the following areas:

- 12.5 feet by 50 feet from the north side of 4th Street Northeast; and

Said hearing shall be held on May 6, 2019 at 7:00 PM or shortly thereafter in the Long Beach City Council chambers.

The required notice shall be placed at on the subject property—which is Assessor's parcel No. 73011059005, bounded by 4th Street Northeast, parcel No. 73011059003, parcel No. 73011059004, parcel No. 73011059006 and parcel No. 73011059014- and at Long Beach City Hall, the United States Post Office in Long Beach, and the Long Beach Police Department.

Passed this 15th day of April 2019.

Ayes 2 Nays 0 Absent 2 Abstentions 1

Jerry Phillips, Mayor

Attest:

Helen Bell, City Clerk

City of Long Beach
Notice of Petition and of Public Hearing
To Consider Partial Vacation of 4th Street Northeast

VACATION OF A PORTION OF 4TH STREET NORTHEAST; CASE NO. VAC 2019-01.

Notice is hereby given that John Belisle, filed a petition with the City of Long Beach on March 25, 2019 requesting the City vacate a portion of the right-of-way of 4th Street Northeast. The petition seeks vacation of the northern 12.5 feet of 4th Street Northeast from the west property corner of parcel No. 73011059005 to the easterly property corner approximately 50 feet, encompassing an area of approximately 625 square feet in the R1 – Single-Family Residential zone. **The subject property is located on Block 59, lot 5, Plat of Long Beach East Addition, of Long Beach, Pacific County, Washington.**

The Long Beach City Council passed Resolution 2019-02 fixing the time, date, and location of a Public Hearing on this application as **7:00 pm or soon thereafter on Monday, May 6, 2019 in the City Council Chambers at Long Beach City Hall, 115 Bolstad Street West, Long Beach WA 98631.**

Any person interested in this request may speak for or against the request at the public hearing or submit written comments prior to the public hearing. **Written comments should be addressed to: Ariel Smith, Community Development Director, P.O. Box 310, Long Beach, WA 98631. Written comments must be received by the end of the public hearing.**

The Meeting Room is ADA accessible. For those planning to attend who have special accessibility requirements, please contact the City of Long Beach by phone, 360-642-4421 or at the address below at least ten (10) days in advance.

Responsible Official:

Position/Title:

Phone:

Address:

Ariel Smith

Director, Community Development

(360) 642-4421

P.O. Box 310

Long Beach, WA 98631

Notice Date:

April 16, 2019

TAB — G



**CITY COUNCIL
AGENDA BILL
AB 19-25**

Meeting Date: May 6, 2019

AGENDA ITEM INFORMATION

SUBJECT: Resolution
2019-03 Establishing a
Fee for use of City
Charging Station

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

Events Coordinator

Finance Director

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

DG

COST: \$.25 per kilowatt hour

SUMMARY STATEMENT: This was discussed at a City Council workshop where the \$.25 per kilowatt hour charge would cover the costs of the city's contract with ChargePoint. This Resolution sets that fee.

RECOMMENDED ACTION: Adopt Resolution 2019-03 establishing a fee for the use of the City Electric Charging Station.

RESOLUTION NO. 2019-03
A RESOLUTION OF THE CITY OF LONG BEACH ESTABLISHING A FEE
RELATED TO THE USES OF THE CHARGING STATION

WHEREAS, the City of Long Beach had a need to establish a charging station for electric vehicles; and

WHEREAS, the implementation of this program in cooperation with the Port of Peninsula; and

WHEREAS, the Port of Peninsula carried the contract for this program for the first three years which included the fiscal responsibility; and

WHEREAS, the City wishes to continue this program and charge an appropriate fee to cover the annual costs;

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

Section 1: Cost.

The use of the charging station will be associated with a fee of \$.25 per kilowatt hour. The fee will be collected at the time of the charge.

Section 2. Severability. If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 3. Effective Date. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

Adopted this 6th Day of May, 2019.

AYES

NAYS

ABSENT

Jerry Phillips, Mayor

ATTEST:

Helen Bell, City Clerk

TAB — H



**CITY COUNCIL
AGENDA BILL**

AB 19-26

Meeting Date: May 6, 2019

AGENDA ITEM INFORMATION

SUBJECT: PACCOM Interlocal Agreement for 911 Communications	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST:	Other:	

SUMMARY STATEMENT: Interlocal Agreement to provide communications systems with 911 telephone service.

RECOMMENDED ACTION: Approve and authorize the Mayor to sign

PACIFIC COUNTY COMMUNICATIONS (PACCOM) INTERLOCAL AGREEMENT

ARTICLE I

Purpose

It is the purpose of this Agreement to provide a consolidated communications system with 911 telephone service for the Members and their agencies, contracting non-member agencies, as well as the residents of, and visitors to, Pacific County and thereby enhance efficiency and economy, and to equitably distribute the cost of this service among the various agencies.

ARTICLE II

Organization

A. There is hereby created a consolidated public safety communications center; an agency hereinafter called PACCOM. The parties hereto each hereby assign to such agency the responsibility for public safety communication services in those participating incorporated and unincorporated areas of Pacific County, which are under jurisdiction of any party to this Agreement. Such agency shall be a sub department of Pacific County government within the Sheriff's Office and under the supervision of the Pacific County Sheriff, subject to provisions of this Agreement.

B. Funding sources for PACCOM includes two funds held by the Pacific County Treasurer. One fund is known as Fund 160 "PACCOM", and the other is known as Fund 161 "PACCOM Special Account". All funds received for operating PACCOM other than the approved 1/10th sales tax are deposited into Fund 160 and expenses are paid from this account. 1/10th sales tax funds are deposited in Fund 161 and will be transferred to Fund 160 as approved by the PACCOM Board for operating expenses and capital purchases or capital facilities.

1. Fund 161 PACCOM Special Account - Per RCW 82.14.420, funds in this account shall be used solely for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communications systems and facilities.
 - a. Decisions regarding how funds collected in this Fund will be expended will be directed by the provisions listed below:
 - i. Expenditures from FUND #161 will only occur with prior approval of the PACCOM Admin Board. This approval will be recorded in the PACCOM Admin Board minutes, and generally will be at the time of the annual budget preparation.
 - ii. In the case of unanticipated capital purchases, the PACCOM Admin Board will call a special meeting to review the request and provide a written recommendation to the BOCC for a supplemental to the current year's budget. Admin Board members can attend the special meeting in person, or join by phone.

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
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WHEREAS, the Legislature (Chapter 54, Laws of 1991) found that a state-wide emergency communications network of enhanced 911 telephone service, which allows an immediate display of a caller's identification and location, would serve to further the safety, health, and welfare of the state's citizens, and would save lives; and

WHEREAS, Chapter 39.34, RCW, the Interlocal Cooperation Act, allow the Members to agree to the joint provision of communication services; and

WHEREAS, the Members as well as the residents of, and visitors to, Pacific County would benefit both in terms of efficiency and economy from a consolidated communications system; and

WHEREAS, it has been determined to be more efficient to provide consolidated communication services through an existing governmental structure; and

WHEREAS, Pacific County is an existing governmental structure encompassing the entire geographic, economic, and population region to be served and is responsible by existing state law for establishing and operating a county-wide enhanced 911 communications system; and

WHEREAS, this Pacific County Communications Interlocal Agreement supersedes and replaces any and all previous Pacific County Communications Interlocal Agreements;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements contained herein, the Members agree as follows:

THIS AGREEMENT is made and entered into by and among the municipal corporations, and political subdivisions held to be municipal corporations within the laws and Constitution of the State of Washington, located either in whole or in part within Pacific County which are parties signatory to this Agreement (collectively "Members", and individually "Member").

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
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- iii. Beginning in 2016, the first \$50,000 received in sales tax will be reserved for capital purchases. Annually thereafter a minimum of 10% of the sales tax collected in FUND #161 will be reserved in FUND #161 for capital purchases. By a majority vote of the Admin Board, more than the minimum 10% can be reserved for future capital purchases. At no time, can less than 10% be reserved for capital purchases.
- iv. With the approval of the PACCOM Admin Board, revenue that has been reserved in FUND #161 for capital purchases can be included in the upcoming year's budget to offset the cost of specific capital purchases.
- v. Remaining funds ((total funds collected the previous years in FUND #161 minus the amount reserved for capital purchases (\$50,000 in 2016 and min of 10% annually thereafter)) collected the previous year will be used to offset PACCOM operating expenses, including personnel for the upcoming year. For example, total revenue collected in calendar year 2016 minus \$50,000 reserved for capital purchases will be the amount available to be budgeted for 2017.
- vi. Annually, by June 30th, the Sheriff's Office will provide a copy of both FUND #160 and FUND 161 status report to the PACCOM Board and Budget Committee. This status report will include projected ending FUND balances for that calendar year.
- vii. In preparing the annual budget for the Budget Committee's review, the PACCOM Director will reduce the overall proposed PACCOM expenses by the estimated FUND #161 revenue that will be budgeted in the upcoming year prior to application of the formula being applied to share expenses among all member agencies. This revenue source will be handled the same as other "outside" revenue sources, it will be deducted from the overall projected PACCOM expenses.
- viii. The PACCOM Budget Committee will prepare two proposed budgets for review and approval by the PACCOM Admin Board. One for FUND #161 which will include a transfer to the PACCOM budget (FUND #160) for operating expenses, and a reserved amount for capital expenses, and the second will be the annual overall PACCOM budget (FUND #160).

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
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C. PACCOM is to be separate from any existing emergency response agency for operational control. Operational and/or procedural matters are to be decided upon by the Sheriff. The PACCOM Operations or Administration Boards will be consulted and/or informed about issues provided for in this Agreement.

**ARTICLE III
Definitions**

As used in this Agreement the words and phrases in this Section shall have the meanings indicated unless the context clearly requires otherwise.

- A. "Communications Services" shall include 24 hours per day, 7 days per week call receiving with a 911 telephone service and call dispatching for all public safety (law enforcement, fire, and emergency medical) services, or any related service recommended for inclusion by the Operations Board, approved by the Administration Board, and confirmed by the Sheriff. Officer safety related law enforcement communications will also include information from the Washington State Patrol Law Enforcement Data Communications System to the local law enforcement agencies.
- B. "County" shall mean the political subdivision organized and existing under the Constitution and Laws of the State of Washington as the municipal corporation Pacific County.
- C. "Member Agencies" shall include the following eligible public safety entities:
 - 1. Law enforcement agencies:
 - a. Pacific County (Pacific County Sheriff's Office)
 - b. City of Long Beach (Long Beach Police Department)
 - c. City of Raymond (Raymond Police Department)
 - d. City of South Bend (South Bend Police Department)
 - 2. Fire agencies:
 - a. City of Ilwaco (Ilwaco Fire Department)
 - b. City of Long Beach (Long Beach Fire Department)
 - c. City of Raymond (Raymond Fire Department)
 - d. City of South Bend (South Bend Fire Department)
 - e. Fire Protection District #1 (Peninsula)
 - f. Fire Protection District #2 (Chinook)
 - g. Fire Protection District #3 (Willapa Valley)
 - h. Fire Protection District #4 (Naselle)
 - i. Fire Protection District #6 (Bay Center)
 - j. Fire Protection District #7 (Nemah)
 - k. Fire Protection District #8 (Rural South Bend)

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
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3. EMS Agencies
 - a. North Pacific County Emergency Medical Services (NPCEMS)
- D. "Non-Member Agencies" may include any entity which is not a Member, or any agency of a Member which is not public safety related, but receives communication services provided under Section IV-C of this Agreement including but not limited to:
 1. Pacific County Department of Public Works
 2. Shoalwater Bay Indian Reservation
 3. Pacific County Department of Community Development-Code Enforcement
 4. Local Area Banks
 5. Local Hospital Districts

**ARTICLE IV
Provision of Communication Services**

- A. The County, through its Sheriff's Office and with the advice and recommendations from the Administration and Operations Boards provided for herein, shall endeavor to provide an affordable solution for providing communications services (PACCOM) using a 911 telephone network for Member and contracting Non-Member Agencies as well as the residents of and visitors to Pacific County.
- B. PACCOM, after consideration by and with the supportive recommendations of the Administration and Operations Boards, may provide communications services to Non-Member Agencies. Non-Member Agencies shall pay rates for these services as recommended by the Joint Budget Committee, and adopted by the Administrative Board as part of the budget adoption process. There will be a minimum fee assessed for every non-member agency.
- C. PACCOM, after consideration by and with the supportive recommendations of the Administration and Operations Boards, may provide related services other than call answering and dispatch services to Member Agencies. Member Agencies shall pay rates for these supplemental services as recommended by the Administration Board and established by the Board of County Commissioners.

**ARTICLE V
Personnel**

PACIFIC COUNTY COMMUNICATIONS (PACCOM) INTERLOCAL AGREEMENT

All personnel of PACCOM shall be employees of the Pacific County Sheriff's Office and assigned to PACCOM. They will be subject to all rules and regulations pertaining to Pacific County Sheriff's Office employees, except as modified by collective bargaining agreements with the Board of County Commissioners and the County Sheriff. The Administration and Operations Boards may advise the County representatives as to collective bargaining issues. The County shall be responsible for actual collective bargaining and final contract ratification.

ARTICLE VI Administration Board

- A. The Administration Board will consist of the following nine (9) representatives, or their designees:
1. One Pacific County Commissioner
 2. The Mayor or City Councilperson of Ilwaco
 3. The Mayor or City Councilperson of Long Beach
 4. The Mayor or City Councilperson of South Bend
 5. The Mayor or City Councilperson of Raymond
 6. The Pacific County Sheriff
 7. One "at-large" Fire District Commissioner
 8. One Fire District #1 Commissioner
 9. One member of the North Pacific County Emergency Medical Services Administrative Board
- B. The Administration Board shall:
1. Review and/or change the funding formula as necessary to assure fair and equitable funding of services.
 2. Be responsible for approving preliminary and final budgets to recommend for incorporation into the County budget.
 3. Develop Non-Member Agency rate recommendations for the Board of County Commissioners' approval.
 4. Act in an advisory capacity to the Board of County Commissioners with regard to all issues impacting PACCOM and Members' budgets.
 5. Oversee the Operations Board and resolve issues which the Operations Board is unable to reach agreement upon.
- C. Any action by the Administration Board will require a meeting conforming to the "Open Meetings" Act and with at least five members present and a majority vote of those present.

ARTICLE VII Operations Board

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
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A. The Operations Board with oversight by the Administration Board will consist of the following eight (8) members, or their designees:

1. The Pacific County Sheriff
2. The Chief of Police of the City of Long Beach
3. The Chief of Police of the City of Raymond
4. The Chief of Police of the City of South Bend
5. The Fire Chief of Raymond Fire Department
6. The Fire Chief of Pacific County Fire Protection District #1
7. Two at-large Fire Chiefs from among the Cities of South Bend, Ilwaco, and Long Beach and Fire Districts 2, 3, 4, 5, 6, 7, and 8.

Exception: If a Fire Chief serves two (2) jurisdictions/entities, that Fire Chief shall only have one (1) vote.

B. The Operations Board shall:

1. Develop operational priorities, policies and procedures for recommendation to the PACCOM Director.
2. Review requests for additional communications services and determine if such services should be provided. If such requests are approved by a majority of the Operations Board, the Administration Board shall be provided with the recommendation and cost for the additional services.
3. Review requests for project(s) funded with Homeland Security and/or other grants. Review recommendations and approve grant requests consistent with goals set forth by the Operations Board membership.

C. The law enforcement agency members of the Operations Board shall establish any necessary rules and regulations governing access to, security for, and operation of the data communications network and any Criminal Justice Records Information received by or through means of such network. Such rules and regulations shall be consistent with the provisions and requirements of Chapter 10.97, RCW.

D. Any action, except "C" above, by the Operations Board requires a meeting conforming to the Open Public Meetings Act. At least three members must be present to constitute a quorum, and a majority vote of those present shall constitute a decision of the entire Operations Board. Operations Board members must be present at fifty percent (50%) of scheduled meetings annually. Regular meetings will be scheduled quarterly.

**ARTICLE VIII
Directorship**

The County Sheriff shall appoint the Director of PACCOM after consulting with the Administration Board. The Director shall be responsible for the PACCOM budget and personnel

PACIFIC COUNTY COMMUNICATIONS (PACCOM) INTERLOCAL AGREEMENT

administration, dispatching, records, communications, security and other PACCOM related functions under the direction of the Pacific County Sheriff and in conformance with the terms and intent of this Agreement.

ARTICLE IX

Federal Communications Commission (FCC) Licenses

Pacific County shall be responsible for maintaining FCC authorization and licensing to operate on radio frequencies for the purpose of 911 calls and other dispatching activities. If Member Agencies continue to operate their respective radio systems, they shall individually be responsible for maintaining FCC authorization and licensing in good standing if such system is part of the overall communications services scheme.

ARTICLE X

Technical Expertise

PACCOM may provide the Administration or Operations Boards, or other parties to this Agreement, with technical expertise as may be required for proper operation of the systems and for procurement of their communications equipment including, but not limited to: FCC Liaison, Licensing, Frequency Coordination, and System Planning, Engineering and Design.

ARTICLE XI

Equipment

Each Member Agency shall be responsible for purchasing, installing, maintaining and repairing its own radio equipment and shall retain all rights to such equipment. New equipment purchased by Member Agencies shall be compatible with the overall communications scheme established by the Administration Board with the recommendation of the Operations Board.

All assets purchased by PACCOM shall be held in the name of Pacific County for the benefit of PACCOM.

ARTICLE XII

Frequency Pool

Individual Member Agencies may elect to enter into agreement with PACCOM to use said agency's FCC authorized frequencies for dispatching purposes as part of a frequency pool. Member Agencies shall retain their FCC authorization rights while participating in the frequency pool. New FCC frequency authorizations obtained by PACCOM shall be held in the name of Pacific County for the benefit of PACCOM.

ARTICLE XIII

Dissolution

This Agreement may be dissolved by agreement of 2/3 of the law enforcement Member Agencies plus 2/3 of the fire and emergency medical service Member Agencies. As an example, the City of

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
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South Bend would have one vote as a law enforcement agency and one vote as a fire service agency. Upon dissolution of this Agreement, assets owned by PACCOM at the time of dissolution of the Agreement may be purchased by a Member Agency to this Agreement at a value as determined by the Administration Board and confirmed by the Board of County Commissioners. Property not sold in the foregoing manner shall be disposed of in the same manner as County property; PROVIDED, that equipment purchased with any Federal or State grant shall be disposed of in accordance with the terms of the grant. If no grant or legal provisions govern disposition of the proceeds, then such proceeds shall be divided among the Members based upon each Member's proportionate share of contribution as determined by the funding formula in effect at the time of dissolution.

**ARTICLE XIV
Budget**

- A. A Joint Budget Committee will be appointed each year by April, consisting of not more than three (3) representatives from the Operations Board and not more than three (3) representatives from the Administration Board. One of the Administration Board representatives shall be a County Commissioner, or their designee, unless said member decides not to participate.
- B. A public meeting of the Operations and Administration Board will be scheduled prior to August 1st each year. The purpose of this public meeting will be to review the proposed budget and adoption by the Administration Board.
 - a. At least one week prior to the public meeting all member agencies will receive a copy of the proposed budget for review and comment. Comments will be reviewed at the public meeting prior to action by the Administration Board.
- C. The preliminary budget for the next PACCOM fiscal year that is approved by the PACCOM Administration Board at a public meeting prior to August 1st each year shall be submitted by the PACCOM Director as the preliminary budget request to the County. Each Member Agency will be sent a copy of the final budget once it is approved by the Board of County Commissioners.
- D. Each Member and Non-Member Agency will be assessed a minimum annual fee. In 2020, that fee will be \$600 (\$50 per month). The minimum annual fee will be reviewed and adjusted as needed each year by the Joint Budget Committee. This minimum annual fee will be in addition to the "formula" fee calculated per Appendix A.
- E. Each Member and Non-Member Agency shall pay its share of the budget to PACCOM in care of the County Treasurer in no more than four (4) equal installments payable within 25 days of the beginning of each calendar quarter. Failure to pay as provided herein shall constitute a material breach of this Agreement and may result in one or all of the following:
 - 1. Expelling the delinquent Member. This authority shall reside in the Administration

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
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- Board.
2. Instituting a civil action. If this remedy is chosen Pacific County may seek reasonable costs including, but not limited to: the costs of responsible officials' time, witness fees, reasonable attorney fees and court costs, and any other incidental or consequential damages caused by the failure to timely pay.
 3. Billing interest on the amount owed at a rate of twelve percent (12%) per annum. The authority to impose interest on delinquent accounts shall reside in the Administration Board.
- F. Member protection from expulsion or discontinuance of public safety communication services is contingent upon timely payments and compliance with the terms of this Agreement.

**ARTICLE XV
Funding**

- A. Funding for PACCOM will be provided through local and state-imposed 911 taxes, local voter approved sales tax, grants, Member Agency and Non-Member Agency service fees, with the balance of the required revenue being derived from the Members through a funding formula. The funding formula shall establish a fair and equitable contribution for each Member. The funding formula is contained in Exhibit A and incorporated herein by this reference.
- B. The funding formula in Exhibit A may be amended to assure fair and equitable funding of the services as follows:
 1. The Administration Board may amend the funding formula with a majority vote during a meeting held before July 1st and in which there are at least five (5) representatives present. Prior to taking action on a proposed amendment to the funding formula, all Members shall be provided with copies of the proposal and be given an opportunity to submit written comments.
 2. Any change to the funding formula can only be implemented on January 1st of the following year.

**ARTICLE XVI
Admission of New Parties**

Additional Members and/or agencies may be added to this Agreement upon such terms and conditions as determined by the Administration Board. The admission of such additional parties shall be by written addendum to this Agreement, signed by the Chair of the Administration Board and the new Member or Agency, and confirmed by the Board of County Commissioners.

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ARTICLE XVII Amendments

- A. Amendments to this Agreement may be made by written agreement of the majority of all Members hereto.
- B. Amendments to this Agreement may also be made as follows:
 - 1. The Administration Board may make amendments by a majority vote of the attending representatives during a meeting in which there at least five (5) representatives present. Prior to taking action on a proposed amendment to this Agreement, all members shall be provided with copies of the proposal and be given an opportunity to submit comments.

ARTICLE XVIII Resolution/Arbitration

Every reasonable effort will be made by the Administration Board to settle differences of opinion as to the application or interpretation of this Agreement. Except as provided in Article XIV above, any controversy that the Administration Board is unable to resolve between the Members in regard to the application or interpretation of this Agreement may be submitted to and determined by arbitration in accordance with Chapter 7.04 RCW.

ARTICLE XIX Insurance

Each of the parties to this Inter-local Agreement agrees to indemnify and hold the other parties harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other parties. In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

As the PACCOM host, Pacific County, provides County officers, employees and agents associated with PACCOM operations with liability insurance coverage through the Washington Counties Risk Pool. Each member of this Inter-local Agreement is responsible for retaining its own liability

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
INTERLOCAL AGREEMENT**

insurance coverage for its independent operations associated with PACCOM, and in the event of comparative liability, each liable party's percentage responsibility shall be primary to Pacific County's liability.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

ARTICLE XX Duration of Agreement

This Agreement shall be effective January 1, 2020 through December 31, 2030.; PROVIDED, any Member may withdraw from this Agreement by giving at least six (6) months' advance written notice to the other Members and the Administration and Operations Boards of its intent to withdraw at the end of the current year. A withdrawing member shall remain liable for any damages incurred by Pacific County outside of or beyond the County's general liability coverage that occurred during the time the withdrawing Member was a Member. The withdrawal of any member shall not require dissolution of this Agreement and no compensation or other assets shall be owed to any withdrawing Member; PROVIDED FURTHER, that failure of any Member to perform its obligations under this Agreement shall constitute grounds for withdrawal from this Agreement by any Member adversely affected by such breach upon giving thirty (30) days written notice of intent to withdraw with an explanatory statement to the other Members and the Administration and Operations Boards.

Non-Members shall provide at least six (6) months' advance written notice to the Administration and Operations Boards of their intent to opt-out of communications services at the end of the current year.

Unless dissolved or amended in accordance with the terms herein, this Agreement will renew January 1, 2031 and each subsequent year thereafter subject to terms of withdrawal by a given member agency.

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
INTERLOCAL AGREEMENT**

EXHIBIT "A"
Page 1

Pacific County Communications (PACCOM)
Funding Formula

SECTION 1 - PURPOSE

The purpose of this document is to establish a "funding formula" to determine each member's fair and equitable contribution to support the yearly operational budget of PACCOM. This formula is intended to be used and applied in conjunction with the PACCOM Interlocal Agreement. Any amendments or adjustments to this formula must be in accordance with the terms and conditions of the PACCOM Interlocal Agreement.

SECTION 2 - FUNDING

The funding sources for PACCOM are outlined in Article XV of the PACCOM Interlocal Agreement. Any balance of required revenue, after all other revenue sources are exhausted will hereby be called the "Member Budget" and will be funded according to the terms and conditions of this document.

A. Member Budget

The Member Budget will be established through the following procedure:

1. Determine the total PACCOM budget (Article XIV)
2. Deduct all non-member revenue including but not limited to:
 - a. Revenue from contracts
 - b. Any state or local 911 taxes
 - c. Operating transfers from Fund 161-PACCOM Special Account
 - d. Grants
 - e. Donations

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
INTERLOCAL AGREEMENT**

- f. Non-member Service fees (above the minimum non-member fee)
3. Deduct Minimum Member and Non Member Fees
4. From this subtotal deduct 10% as “off the top” County share; this is designed to account for some minor “County only” expenses incurred by PACCOM, as well as to account for County General Fund contributions by residents of all Members. This 10% is funded fully by the County, and will be added to the county contribution.
5. The balance resulting from Steps 1-3 above is the “Member Budget” and is subject to the following “Funding Formula”:

B. Funding Formula

Once the “Member Budget” amount is determined as previously described, the resulting amount is prorated among the “Law Enforcement”, “Fire” and “Emergency Medical” member agencies based upon the percentage of the average number of CAD incidents for each type of agency (Law, Fire and EMS) over the previous four years. . Once the prorated amount is determined for each type of member agency (% Law, % Fire, % EMS), the specific calculation will be made for each of the agencies within that discipline using the formulas below.

For example, in 202) based on total CAD calls for the previous 4 years, Law is allocated 75% of the total member budget. That total is then appropriated among the various law enforcement agencies based on their percentage of the total law enforcement agencies formula below (50% CAD, 25% Assessed Value and 25% population).

LAW ENFORCEMENT: The law enforcement portion shall be prorated using the most recent four (4) year average of population, assessed valuation, and computer aided dispatched (CAD) incidents¹ for each law enforcement member entity. The CAD incidents will be used to calculate 50% of the member agency fees. Assessed value will be used to calculate 25% and population will also represent 25% of the member’s budget.

¹ CAD incidents are defined as incident entries made by PACCOM telecommunications staff and reported within the Spillman CAD module. CAD incidents may include false alarms, stand downs, etc., and are not related to field response or case generation. CAD incident numbers will be reconciled annually with member agencies prior to budget adoption.

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
INTERLOCAL AGREEMENT**

FIRE The “Fire” portion shall be prorated using the most recent four (4) year average of assessed valuation and computer aided dispatched (CAD) incidents² for each fire member entity. CAD incidents will account for 50% and assessed valuation will account for 50%.

EMS: The “EMS” portion shall be prorated using the most recent four (4) year average of assessed valuation and computer aided dispatched (CAD) incidents³ for each EMS member entity. CAD incidents will account for 50% and assessed valuation will account for 50%.

² CAD incidents are defined as incident entries made by PACCOM telecommunications staff and reported within the Spillman CAD module. CAD incidents may include false alarms, stand downs, etc., and are not related to field response or case generation. CAD incident numbers will be reconciled annually with member agencies prior to budget adoption.

³ CAD incidents are defined as incident entries made by PACCOM telecommunications staff and reported within the Spillman CAD module. CAD incidents may include false alarms, stand downs, etc., and are not related to field response or case generation. CAD incident numbers will be reconciled annually with member agencies prior to budget adoption.

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
INTERLOCAL AGREEMENT**

AUTHORIZED THIS _____ DAY OF _____, 2019

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Frank Wolfe, Chairperson

Lisa Olsen, Commissioner

Michael Runyon, Commissioner

ATTEST:

Kathy Spoor
Clerk of the Board

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
INTERLOCAL AGREEMENT**

Authorized this _____ day of _____ 2019.

CITY OF ILWACO:

Mayor Gary Forner

Attest: _____
Ilwaco City Clerk

Authorized this _____ day of _____ 2019.

CITY OF LONG BEACH:

Mayor Jerry Phillips

Attest: _____
Long Beach City Clerk

Authorized this _____ day of _____ 2019.

CITY OF RAYMOND:

Mayor Tony Nordin

Attest: _____
Raymond City Clerk

Authorized this _____ day of _____ 2019.

CITY OF SOUTH BEND:

Mayor Julie Struck

Attest: _____
South Bend City Clerk

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
INTERLOCAL AGREEMENT**

Authorized this _____ day of _____ 2019.

PACIFIC COUNTY SHERIFF:

Sheriff Robin K. Souvenir

Attest: _____
Civil Clerk

Authorized this _____ day of _____ 2019.

PACIFIC COUNTY FIRE DISTRICT 1 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 2019.

PACIFIC COUNTY FIRE DISTRICT 2 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 2019.

PACIFIC COUNTY FIRE DISTRICT 3 COMMISSIONER

Commissioner

Attest: _____

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
INTERLOCAL AGREEMENT**

Authorized this _____ day of _____ 2019.

PACIFIC COUNTY FIRE DISTRICT 4 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 2019.

PACIFIC COUNTY FIRE DISTRICT 6 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 2019.

PACIFIC COUNTY FIRE DISTRICT 7 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 2019.

PACIFIC COUNTY FIRE DISTRICT 8 COMMISSIONER

Commissioner

Attest: _____

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)
INTERLOCAL AGREEMENT**

Authorized this _____ day of _____ 2019.

NORTH PACIFIC COUNTY EMERGENCY MEDICAL SERVICES DISTRICT

Commissioner

Attest: _____



PACIFIC COUNTY SHERIFF'S OFFICE

Sheriff Robin K. Souvenir

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

March 25, 2019

Invoice: 019 - 2002

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

DG

The 2019 budget for Pacific County Communications (E911) includes local support (intergovernmental revenue) from participating entities in the amount of \$376,743.15. The Pacific County Communications Interlocal Agreement, Articles XIV, XV, and Exhibit A, authorize that member agency local support payments are paid on a per capita, property valuation, and computer-aided-dispatch (CAD) calls for service basis utilizing statistics from Spillman CAD, the Washington State Office of Financial Management, and the Pacific County Assessor's Office.

2019 member and non-member local support payments are based upon the terms of the Interlocal Agreement and non-member rates are established and payable under Articles IV and XIV.

The 2019 budget was approved at the Pacific County Board of County Commissioners' meeting on November 13, 2018. The City of Long Beach's local support share for 2019 is \$42,226.99 and will be invoiced quarterly in the amount of \$10,556.75.

This letter serves as the second quarterly invoice.

DESCRIPTION	AMOUNT
Law Enforcement 2 nd Quarter Local Support	\$9,294.84
EMS 2 nd Quarter Local Support	\$806.03
Fire Services 2 nd Quarter Local Support	\$455.88
TOTAL AMOUNT DUE:	\$10,556.75

Thank you,

Tim Martindale Jr.
Director – Pacific County Communications

TAB — I



**CITY COUNCIL
AGENDA BILL
AB 19-27**

Meeting Date: May 6, 2019

AGENDA ITEM INFORMATION

SUBJECT: Ordinance
967 Amending the Sand
Hauling Fees

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

Events Coordinator

Finance Director

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

DG

COST: See Ordinance

SUMMARY STATEMENT: These fees have not been updated since 1997. City staff recognized that it was time to amend these fees and incorporate inflation.

RECOMMENDED ACTION: Adopt Ordinance 967 amending the sand hauling fees.

ORDINANCE No. 967

AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON AMENDING THE FEE STRUCTURE FOR SAND HAULING PERMITS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, there is a need to haul sand for construction and land development purposes, and

WHEREAS, the City of Long Beach has allowed for the removal of beach sand to use for clean fill material and to maintain the beach approaches, and

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON AS FOLLOWS:

Section 1. **Fee Schedule.**

The following fees are hereby established for removing and hauling sand in Long Beach. These fees will be placed into the street fund.

Charge per truck	\$40.00
Charge per 10 cubic yards delivered inside city limits	\$5.00
Charge per 10 cubic yards delivered outside city limits	\$10.00
*Exempt: Any amount less than a 10-yard dump truck	

Section 2. **Repealing conflicting ordinances.**

Ordinance Number 706 is hereby repealed.

Section 3. **Effective Date.**

This Ordinance shall be in full force and effect five days from and after its passage, approval and publication in the manner required by law.

PASSED this 6th day of May 2019.

AYES

NAYS

ABSENT

ABSTENTIONS

Jerry Phillips, MAYOR

Attest:

ORDINANCE NUMBER 706

AN ORDINANCE, repealing ordinance number 618, and amending ordinance number 571.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH,
WASHINGTON AS FOLLOWS:

Section 1. Fee Schedule.

**The following fees are hereby established for removing and hauling sand in Long Beach.
These fees will be placed into the street fund.**

Charge per truck	\$15.00
Charge per 10 cubic yards delivered inside city limits	\$2.50
Charge per 10 cubic yards delivered outside city limits	\$5.00

Section 2. Repealing conflicting ordinances.

Ordinance Number 618 is hereby repealed.

Section 3. Effective Date.

This Ordinance shall be in full force and effect upon its passage, approval, and
publication in the manner required by law.

Passed this _____ day of February, 1997.

AYES _____ NAYS _____ ABSTAIN _____ ABSENT _____

Mayor

ATTEST:

City Clerk

TAB - J



**CITY COUNCIL
AGENDA BILL
AB 19-28**

Meeting Date: May 6, 2019

AGENDA ITEM INFORMATION

***SUBJECT: ChargePoint
Contract for City
Charging Station***

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

Events Coordinator

Finance Director

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

DG

COST: \$3,474 for 3 years

SUMMARY STATEMENT: This item was discussed at a City Council workshop where the Council analyzed the presented options. It is most cost-effective to go with the 3-year term as shown on the attached contract.

RECOMMENDED ACTION: Authorize the Mayor to execute the contract with ChargePoint for the City Electric Charging Station.

Quote Options

ChargePoint ORG ID: NA003804

Long Beach
3311 275th,
Ocean Park, Washington 98640

David Glasson
360 642 4422
dglasson@longbeachwa.gov



254 E. Hacienda Avenue
Campbell, CA 95008

Today's Date: 3/25/2020

Quote Expires: 5/17/2019

Quote: 2019-33804

Scott Kelly
669-271-4093
scott.kelly@chargepoint.com

ChargePoint Network Software Services

- Secure Network Connection
- 24/7/365 Driver support
- Station Owner Support 5am – 6pm; Mon – Fri
- Over Network Automatic Software Updates
- Detailed Status Dashboard / Station Inventory
- Charging Data & Reporting
- Power Management / Scheduled Charging
- Station configuration & Driver Access Control
- Fleet Vehicle Access Controls
- Charge for Charging Pricing Policies & Payment Processing

	Option 1	Option 2	Option 3
Select one Option:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extend Exp Date to:	3/31/2020	3/31/2021	3/31/2022
Total Ports	2	2	2
Total Price	\$501.37	\$1,000.00	\$1,410.00

ChargePoint Assure - Maintenance & Management Program

- 100% of all labor including vandalism & accident
- 100% parts for manufacturer defects
- 98% guaranteed uptime
- 1 business day repair dispatch
- Proactive station monitoring

	Option 1	Option 2	Option 3
Select one Option:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1 Stations	One Year Assure \$740.00	Two Year Assure \$1,410.00	Three Year Assure \$2,064.00

ChargePoint One-Time Site Validation

- Required w/ ChargePoint Assure per Gateway Station
- Inspection of electrical capacity at transformers, panel & breaker
- Inspection of wiring at the panel and breaker as well as at the station installation site(s)
- Confirmation of adequate cellular and local area network coverage
- Confirmation that installation meets all documented ChargePoint requirements

1 Site Validations *	\$599.00	\$599.00	\$0.00
----------------------	----------	----------	--------

* Initial Site Validation fees waived if 3 years Network Subscription & 3 years Assure are purchased together - Re-validation fees still apply.

☐ I decline ChargePoint Assure

Total: \$3,474.00

Terms and Conditions

- The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
- All pricing confidential between Customer and ChargePoint.
- All invoices are: Net 30 days or prepaid.
- Prices do not include tax where applicable.
- Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.
- Customer to be invoiced at time of shipment
- Additional purchase terms and conditions can be found at <http://www.chargepoint.com/termsandconditions>
- Successful Site Validation is required to enable ChargePoint Assure. If station/site does not pass Site Validation the customer is responsible for the cost of station or site repairs.
- Cost of site revalidation is \$599.00

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the terms and conditions set forth above and that this signed quote shall act as a purchase order.

Quote Signatory (Required)

Name: Jerry Phillips
Title: Mayor
Signature:
Company: City of Long Beach, WA
Date: 4/17/2019

Bill To (Required)

Company Name: City of Long Beach
Address: P O Box 310
City, State, Zip: Long Beach, WA 98631

Accounts Payable (Required)

Name: Helen Bell
Email: hbell@longbeachwa.gov
Phone: 360-642-4421

TAB — K



**CITY COUNCIL
AGENDA BILL
AB 19-29**

Meeting Date: May 6, 2019

AGENDA ITEM INFORMATION

SUBJECT: Bolstad Restroom Contract	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: \$173,205.69		

SUMMARY STATEMENT: The item has been discussed numerous times and the City Council decided to move forward with a prefabricated restroom as it was most cost-effective. CXT incorporated has a contract with the State of Washington Department of Enterprise Services which makes it so that we can chose them as a vendor and fulfill the procurement requirements.

RECOMMENDED ACTION: Authorize the Mayor to enter into a contract with CXT to contrast and deliver the new Bolstad Restrooms.

State of Washington
Contract #00213

CXT Incorporated
3808 North Sullivan Road Bldg. #7
Spokane, WA 99216
Federal Tax ID #91-1498605A

Denali Toilet Building

Cost Work Sheet and Order Form

Complete One Form per Unit Ordered

Site name and Address (or closest cross street) _____

City (or closest town) _____ Long Beach, WA_

Contact Phone number: _____ Fax: _____ email address: _____

Accepted By: _____ Date: _____

Unit Price of Flush Toilet and Placement

Flush toilet with horizontal lap or board & batt upper wall texture, simulated stone lower wall texture, and simulated shake roof, vitreous china fixtures, galvanized painted doors and frames, electrical package, Sacrificial antigraffiti sealer. **\$53,763.00**

\$_53,763.00

One-Way Transportation Cost, (between Spokane, WA and the site) **\$3,576.00**

\$_3,576.00

Added Cost Options:

• Final Connection to Utilities - \$2,240.00	\$_2,240.00
• Roof Options (Delta Rib or Exposed Aggregate)- \$1,008.00	\$_
• Two-Tone Color Scheme - \$275.00	\$_550.00
• Stainless Steel Fixtures - \$1,866.00	\$_3,732.00
• Electric Hand Dryers - \$2,305.00	\$_4,610.00
• Electronic Flush Valves w/o Urinal - \$1,043.00	\$_2,086.00
• Electronic Lavatory Faucets - \$1,043.00	\$_2,086.00
• 4 Gallon Eemax Water Heater - \$355.00	\$_710.00
• Insta-Hot Water Heaters (2) - \$1,108.00	\$_
• Tile Floors in Restrooms - \$2,744.00	\$_5,488.00
• VandlShield XT Sealer - \$3,129.00	\$_6,258.00
• Marine Package for Extra Corrosion Resistance - \$3,567.00	\$_7,134.00
• Fiberglass Entry and Chase Doors and Frames - \$3,787.00	\$_7,574.00
• Magnetic Door Locks (not chase door) - \$3,418.00	\$_6,836.00
• Exterior Mounted ADA Drinking Fountain - \$2,963.00	\$_
• Haws SK1 Drinking Ftn. Cane Skirt (may be req'd for ADA – CXT recommended) - \$264.00	\$_
• Skylight (each) - \$476.00	\$_
• Marine Grade Skylight (each) - \$1,568.00	\$_6,272.00
• Exterior Frostproof Hose Bib with Box - \$431.00	\$_
• Paper Towel Dispenser - \$95.00 EA	\$_
• Toilet Seat Cover Dispenser - \$84.00 EA	\$_336.00
• Sanitary Napkin Disposal - \$54.00 EA	\$_
• CXT Wastebasket - \$43.00 EA	\$_
• Paint Touch up Kit - Single Color - \$46.00	\$_
• Paint Touch up Kit - Two Tone Color - \$56.00	\$_56.00

*Options Continued on Page 2

Options with building cost \$170,646.00

- Optional Restroom Section - \$57,339.00*** (1 additional sections for total of 4 individual) \$ 57,339.00
- Optional Shower Section - \$76,109.00 \$ _____
(Includes 80 gallon WH, Shower Fixtures, & 2 Lavs)
- Optional Concession Section - \$70,320.00 \$ _____
(Includes Concession Door w/Sliding Window, 3 Compartment Sink, & Vitreous Sink)
- Optional Storage Section - \$52,411.00 \$ _____

Add: WA Management Fee in the amount of 1.50% of building cost,
not including shipping. Total cost with options \$ 170,646.00 X .0015 = \$ 2,559.69

Total Cost per Unit **\$173,205.69**

***Note: When choosing the optional Restroom Section please double the cost for the restroom options chosen above (if any).

No Cost Options: Mark with "X": For Two Tone color- R=Roof, W=Exterior Walls

<input type="checkbox"/> Sage Green***	<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Berry Mauve
<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Rosewood
<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Mocha Carmel	<input type="checkbox"/> Malibu Taupe
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Natural Honey	<input type="checkbox"/> Salsa Red	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Cappuccino Cream	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Georgia Brick	<input type="checkbox"/> Western Wheat	<input type="checkbox"/> Nuss Brown
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Charcoal Grey		

***Signage:**

- ☐ Men
- ☐ Women
- ☐ Unisex

Roof:

☐ Cedar Shake

Top Section of Building:

- ☐ Board and Batt
- ☐ Horizontal Lap

Bottom Section of Building:

- ☐ Round River Rock
- ☐ Napa Valley Stone
- ☐ Flag Stone

Rock Color Selection:

- ☐ Basalt
- ☐ Mtn Blend
- ☐ Natural Grey
- ☐ Romana

**Building includes "Restroom" sign(s) in braille & roman letters.

State Contract Specialist: John Allen @ 360-407-8406
CXT Territory Salesman: Eric Kuester @ 509-994-9900
CXT Inside Sales Manager: Ali Cairns @ 509-892-3238







Concrete Buildings

3808 N. Sullivan Road, Building #7

Spokane, WA 99216

Toll Free: 800.696.5766

Phone: 509.921.8766

Fax: 509.928.8270

COLORS

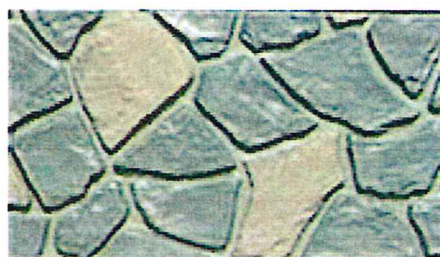
Color Chart

AMBER ROSE	GEORGIA BRICK	SUN BRONZE	SALSA RED	BERRY MAUVE	ROSEWOOD	GOLDEN BEIGE	PUEBLO GOLD
BUCKSKIN	NATURAL HONEY	WESTERN WHEAT	OATMEAL BUFF	RICH EARTH	TOASTED ALMOND	COCA MILK	MOCHA CARMEL
SAND BEIGE	LIBERTY TAN	JAVA BROWN	CAPPUCCION CREAM	MALIBU TAUPE	NUSS BROWN	CHARCOAL GRAY	RAVEN BLACK
SAGE	HUNTER GREEN	EVERGREEN	GRANITE ROCK				

Stone Color Options



Mountain Blend



Basalt



Natural Grey



Ramona

TAB - L



**CITY COUNCIL
AGENDA BILL**

AB 19-30

Meeting Date: May 6, 2019

AGENDA ITEM INFORMATION

<i>SUBJECT: Agreement with Gray & Osborne for Construction Management and Inspection</i>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<i>COST:</i> Total Estimated Cost \$559,860	Other:	

SUMMARY STATEMENT: The agreement outlines the construction phase of this project, providing full construction management and inspection services.

RECOMMENDED ACTION: *Authorize the Mayor to enter into an agreement with Gray & Osborne for Construction Management and Inspection Services for the Regional Biosolids Treatment Plant*

Ariel Smith

From: David Glasson
Sent: Monday, April 29, 2019 10:41 AM
To: Jerry Phillips; Ariel Smith
Subject: FW: Biosolids CM Agreement
Attachments: Long Beach-Regional Bios_001.pdf; ATT00001.bin

I am reviewing this document, thought you might want to see it also.

-----Original Message-----

From: Nancy Lockett <nlockett@g-o.com>
Sent: Thursday, April 25, 2019 4:42 PM
To: David Glasson <dglasson@longbeachwa.gov>
Subject: Biosolids CM Agreement

David,

Please review the attached construction management/inspection proposal for the biosolids project. We have assumed 10 months of full-time inspection to be on the safe side. Hopefully, things go smoothly and the entire 10 months is not required. We are in process of determining which inspector we will send to Long Beach and living arrangements. If the inspector has a travel trailer or we find an apartment that would be available for the time period the per diem rate assumed (the State rate for Pacific County) will be less and the reimbursable expenses would be reduced accordingly. PanGeo, geotechnical engineer, will provide inspection during the pile-driving operation.

We have assumed weekly construction meetings, with a G&O engineer on-site, for the first two months and then bi-weekly after that in order to arrive at an estimated number of hours. We have assumed I would attend half of the meetings. We have also assumed four 3-day site visits and 80 hours of assistance in the first several months after start-up to assist staff with fine tuning the process.

Please let me know if you have any questions.

Thanks, Nancy

Nancy Lockett, P.E. | Project Manager | 206.284.0860 p | 206.283.3206 f Gray & Osborne, Inc. | 1130 Rainier Ave. S. #300, Seattle, WA 98144

Please consider the environment before printing this email.

Electronic File Transfer-

Note that these electronic files are provided as a courtesy only. Gray & Osborne, Inc. in no way guarantees the accuracy or completeness of the digital data contained within these files. Furthermore, Gray & Osborne, Inc. assumes no liability for any errors or omissions in the digital data herein. Anyone using the information contained herein should consult the approved or certified hard copy drawings or reports for the most current information available.

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF LONG BEACH
WASHINGTON**

APRIL 2019

G&O Job. No. 20195.49

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS**

CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS Contract, entered into this ____ day of _____ 2019, between the CITY OF LONG BEACH, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, the Agency now finds that it is in need for the engagement of professional engineering services. The purpose of this Contract is to define the scope of work to be performed, the conditions under which it shall be performed, and method of payment for professional engineering services authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Regional Biosolids Treatment Facility Construction Management, hereinafter also called the "Project." These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon execution of this Contract, and authorization of the Agency to proceed, the Engineer shall provide engineering services more fully described in Exhibit "A."

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described as scope of work and budget herein.

The information so secured shall be made available to the Agency and the Engineer for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of these services shall not exceed the amount shown in Exhibit "B" without further written authorization by the Agency.

Total compensation is based on the following:

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.
- (b) Compensation Determination: Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.
 - 1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "C" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD,

and computer equipment; owned survey equipment and tools; attendance at non-project-specific public meetings for the purpose of keeping the public informed in regard to infrastructure improvements in the community and how the public will be affected; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.

2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 8

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 10

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 11

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 12

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 13

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability,

respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 15

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 16

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 17

INDEMNITY AGREEMENT

The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

In those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors the Engineer shall be required to indemnify the Agency for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

ARTICLE 18

INSURANCE

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person
 \$1,000,000 each occurrence
 \$1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person
 \$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS \$1,000,000 each occurrence
AND

OMISSIONS LIABILITY \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 19

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 20

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "D" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 21

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 22

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF LONG BEACH
P.O. Box 310
Long Beach, Washington 98631

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
1130 Rainier Avenue South
Suite 300
Seattle, Washington 98144

ARTICLE 23

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of Long Beach

By: 
(Signature)

By: _____
(Signature)

Name/Title: Michael B. Johnson, P.E., President

Name/Title: _____
(Print)

Date: 4/25/19

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT “A”

SCOPE OF WORK

CITY OF LONG BEACH REGIONAL BIOSOLIDS TREATMENT FACILITY CONSTRUCTION ADMINISTRATION SERVICES

The services to be furnished by Gray & Osborne under this Agreement include the necessary engineering tasks to provide construction administration services for the Regional Biosolids Treatment Facility. The services to be furnished by Gray & Osborne are more fully described below in the Scope of Work. The cost proposal for construction administration is attached as Exhibit “B.” The tasks include project management, office engineering, construction monitoring, including construction staking, and project closeout documentation that is generally required for municipal construction projects. In addition, the scope of work includes startup, training and process optimization assistance and preparation of an operation and maintenance manual. The work includes performance of the work required of the City’s Representative as described in General Conditions Section 3, 02.2 (Authority of Resident Engineer or Representative) and Section 3.02.3 (Construction Observation and Inspections).

We have assumed the construction duration would be approximately ten months.

Task 1 – Project Management

- A. **Schedule and Record Preconstruction Meeting:** Coordinate and conduct a preconstruction meeting to establish administrative procedures for the project. City staff and Pacific County PUD will be invited to attend the preconstruction meeting. Facilitate the meeting and prepare and distribute minutes of the meeting.
- B. **Schedule and Conduct Progress Meetings.** Schedule and conduct progress meetings, at a minimum on a biweekly schedule, with the contractor, the Engineer and City staff. Gray & Osborne will prepare minutes of the meetings by providing project-related information as needed. Gray and Osborne staff will conduct site visits before or after the progress meetings.
- C. **Prepare Monthly Progress Estimates.** Review the contractor’s monthly progress payment request based on daily construction logs, trip tickets and the judgment of the value of work completed during the pay period. Prepare pay estimate for submittal to the City.
- D. **Prepare and Maintain Project Records.**
 - 1. Prepare and maintain daily logs, weekly schedule reports, job site photos, quantity measurements, and correspondence.

2. Maintain file of project submittals.
 3. Maintain and update a set of as built drawings of the project. Regularly monitor the record drawings maintained by the Contractor to check that these drawings are up-to-date.
- E. **Change Orders.** Represent the City's interest in negotiation of change orders with the Contractor, if needed. Estimate the added or reduced cost of changes during construction to be used in negotiation of contract change orders. Provide engineering design for change orders as directed by the City. Evaluate the impact of change orders on the construction schedule and recommend eligible time extensions, if necessary. Prepare change orders for presentation to the City Council on an as-needed basis for execution by the Contractor and approval and authorization by the City.
- F. **Construction Management System.** Set up and maintain a project-specific computerized Construction Management System (CMS) to facilitate communication amongst the City, Contractor and G&O. Track the status of submittals, change orders, RFIs, meeting minutes, etc., with the CMS.
- G. **Subconsultant Management:** Manage, schedule and coordinate the activities of subconsultants provided by G&O to assist with construction monitoring, including a geotechnical subconsultant to inspect soils and groundwater conditions and, if necessary, a cultural resources subconsultant to monitor excavations. Schedule and coordinate site visits and services by these subconsultants on an as-needed basis, and collect and distribute any field reports prepared by these subconsultants.
- H. **Funding Agency Assistance.** Assist the City in tracking and verifying project costs and responding to funding agency questions.

Task 2 – Office Engineering

- A. **Review Submittals.** Review Contractor submittals for compliance with design intent and general conformity to the contract drawings and specifications. Transmit submittal review letters and marked-up submittal to Contractor and City in the format submitted, i.e., email or regular mail.
- B. **Review “Or Equal” Proposals.** Review proposals from the Contractor to substitute an “or equal” product for a specified product based on design intent and general conformity to the contract drawings and specifications.
- C. **Clarify Design Intent and Respond to Requests for Information (RFI).** Respond to the Contractor's questions provided through an RFI and

provide interpretation of the contract drawings and specifications to clarify design intent. Prepare supplementary sketches to clarify conditions if necessary.

- D. **Programming for PLCs.** Provide Programmable Logic Controller (PLC) software programming for the control of the ultrasonic level transducer and miscellaneous data transfers between the motor starters and the manufacturer screw press control panel and the manufacturer composting system control panel.
- E. **Project Closeout.** Obtain all bonds, guarantees, O&M manuals and record drawings from the Contractor. Prepare letter recommending the City accept the project as complete. Prepare the Notice of Completion of Public Works Contract. Project Close-out Documentation includes:
 - 1. Prepare Substantial Completion letter including punch list.
 - 2. Verify receipt of approved O&M Manuals, manufacturer's affidavits, software/programming information
 - 3. Prepare letter establishing Physical Completion Date, final contract progress estimate, Final Contract Voucher.
 - 4. Verify receipt of signed and notarized Final Contract Voucher from the Contractor.
 - 5. Verify subcontractor list.
 - 6. Prepare draft Notice of Completion of Public Works Projects form and Final Progress Estimate letter recommending Owner accept project upon receipt of "Affidavits of Wages Paid."

Task 3 – Construction Monitoring

A. Provide Field Observation

- 1. Provide daily inspection throughout the duration of the project to monitor conformance of the Contractor's work with the plans and specifications. Coordinate with City staff regarding staff inspection opportunities. Give direction to the Contractor, as needed, to provide clarification of the plans and specifications or to perform additional work, in accordance with the contract provisions for such additional work. 1,600 hours of on-site inspection have been assumed.

2. Provide geotechnical construction support services (Subconsultant) including monitoring of pile installation and preparation of field reports, submittal review and assistance in responding to RFIs.
 3. Receive and record communications from the Contractor.
 4. Consult with the City and the Engineer, as needed, to resolve construction issues. Serve as a liaison between the Contractor and the City and the Engineer.
 5. Describe daily construction activities in the daily log and take job photos to record construction progress. Record visits by subcontractors and other visitors to the project sites. Inspect the condition of equipment and materials used by the Contractor as they arrive on-site, and monitor the Contractor's care and maintenance of stored and installed materials and equipment.
 6. Provide on-site assistance to G&O subconsultants to enable them to perform their work. Record visits by subconsultants and other visitors to the project site.
 7. Monitor the Contractor's sampling and testing of materials for quality control.
 8. Monitor the Contractor's required startup, testing and commissioning of equipment.
- B. **Monitor Construction Schedule.** Review and comment on the contractor's progress in relation to the schedule. Issue weekly reports to the City and Contractor on construction time consumed on the project to keep all parties involved advised on the time limit as it relates to penalties for failure to perform on schedule.
- C. **Provide Construction Survey**
1. Conduct field survey to set initial construction grade and location of the buildings, manholes, catch basins and water lines.
 2. The Contractor is responsible for notifying the engineer a minimum of three days prior to needing construction survey. Generally, construction staking will be provided 1 week in advance of the Contractor's projected work schedule.
- D. **Conduct Final Inspection:** Conduct substantial completion inspections, issue punch list, review compliance with contract documents, conduct

final completion inspection and recommend acceptance of the project by the City.

Task 4 – Startup/Training/Warranty Period Assistance

Provide on-site startup/commissioning assistance and training to the City's WWTP staff on recommended operation of the biosolids treatment plant. A total of four site visits (assumes 3 days/visit) is included.

Provide ongoing operations review during the first year of operation. Assist in addressing technical and operational issues during the first year of operation. Assist with communications with the Contractor to obtain equipment warranty service. 80 hours have been assumed for this task.

Task 5 – Prepare Record Drawings.

Prepare reproducible record drawings from marked up sets of drawings maintained by the Contractor and/or the construction inspector. Furnish the City with one set of reproducible drawings and an electronic file of the record drawings.

Task 6 – Operations and Maintenance Manual (O&M)

Prepare an O&M Manual for the Regional Biosolids Treatment Facility in accordance with Department of Ecology WAC 173-240 requirements. Submit the Manual to the City and the Department for review and approval. Provide three copies of the final, bound Manual to the City.

EXHIBIT "B"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Long Beach - Regional Biosolids Treatment Facility Construction Management

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Structural Eng. Hours	Electrical Eng. Hours	Field Inspector Hours	AutoCAD/ GIS Tech/ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management									
Preconstruction Meeting	12		16						
Progress Meetings	144		288						
Progress Estimates	8		80						
Project Records			24						
Change Orders	8	24	32	8	8		20		
CMS							32		
Subconsultant Management	8		12						
Funding Agency Assistance	12		40						
2 Office Engineering									
Submittal Review	20	40	200	60	100				
RFIs	20	12	100	24	40		24		
PLC Programming					120				
Project Closeout	12		40						
3 Construction Monitoring									
Construction Field Observation						1,600			
Survey								4	30
Final Inspection	16		16		16				
4 Startup/Training Assistance	24		220		24				
5 Record Drawings	4		24				60		
6 O&M Manual	12		60		20		32		
Hour Estimate:	300	76	1,152	92	328	1,600	168	4	30
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$113 to \$145	\$106 to \$167	\$113 to \$190	\$81 to \$142	\$48 to \$126	\$113 to \$145	\$166 to \$213
Estimated Fully Burdened Billing Rate:*	\$175	\$160	\$120	\$150	\$145	\$140	\$90	\$145	\$200
Fully Burdened Labor Cost:	\$52,500	\$12,160	\$138,240	\$13,800	\$47,560	\$224,000	\$15,120	\$580	\$6,000

Total Fully Burdened Labor Cost: \$ 509,960

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 40,000

Subconsultant:

PanGeo Geotechnical Engineers \$ 9,000

Subconsultant Overhead (10%) \$ 900

TOTAL ESTIMATED COST: \$ 559,860

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT "C"

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES* THROUGH JUNE 15, 2019**

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 48.00	to	\$126.00
Electrical Engineer	\$113.00	to	\$190.00
Structural Engineer	\$106.00	to	\$167.00
Environmental Technician/Specialist	\$ 81.00	to	\$116.00
Engineer-In-Training	\$ 81.00	to	\$126.00
Civil Engineer	\$103.00	to	\$129.00
Project Engineer	\$113.00	to	\$145.00
Project Manager	\$119.00	to	\$190.00
Principal-in-Charge	\$129.00	to	\$190.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 81.00	to	\$142.00
Field Survey (2 Person)***	\$166.00	to	\$213.00
Field Survey (3 Person)***	\$258.00	to	\$293.00
Professional Land Surveyor	\$113.00	to	\$145.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

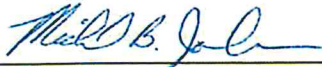
All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.58 per mile or the current maximum IRS rate without receipt IRS Section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

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

EXHIBIT "D"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.



Michael B. Johnson, P.E., President
Gray & Osborne, Inc.

4/25/19

Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration Excluded Parties List System website: www.epls.gov.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2019

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

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

PRODUCER
Hall & Company
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: Allison Barga

PHONE (A/C, No, Ext): 360-626-2007

FAX (A/C, No): 360-626-2007

E-MAIL ADDRESS: abarga@hallandcompany.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Hartford Casualty Insurance Company

29424

INSURER B : Travelers Casualty and Surety Company

19038

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED 4
Gray & Osborne Inc
1130 Rainier Avenue South, Suite 300
Seattle WA 98144

COVERAGES

CERTIFICATE NUMBER: 1150854911

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			52SBADU7303	9/10/2018	9/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			52UECJS3276	9/10/2018	9/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBADU7303	9/10/2018	9/10/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	52SBADU7303	9/10/2018	9/10/2019	PER STATUTE <input checked="" type="checkbox"/> OTH-ER \$ WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2018	9/10/2019	\$1,000,000 Per Claim \$1,000,000 Aggregate

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

Job #20195.49

The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER

CITY OF LONG BEACH
P.O. Box 310
Long Beach WA 98631

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

BUSINESS LIABILITY COVERAGE FORM

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

BUSINESS LIABILITY COVERAGE FORM

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

BUSINESS LIABILITY COVERAGE FORM**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

*** (b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

*** b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

TAB - M



**CITY COUNCIL
AGENDA BILL**

AB 19-31

Meeting Date: May 6, 2019

AGENDA ITEM INFORMATION

SUBJECT: Resolution
2019-04 Amending the
City of Long Beach
Personnel Policies

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk/Treasurer

City Engineer

Community Development Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

DG

COST: N/A

Other:

SUMMARY STATEMENT: Recommended changes have been included in the Personnel Policies. These changes include amendments to the sections "Working Hours" and to "Absenteeism and Tardiness".

RECOMMENDED ACTION: *Approve Resolution 2019-04 adopting the updated version of the City of Long Beach Personnel Policy*

RESOLUTION 2019-04

A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON, UPDATING, AMENDING AND MAKING ADDITIONS TO THE CITY OF LONG BEACH PERSONNEL POLICY

WHEREAS, the City of Long Beach has to make addition or amendments to the City Personnel Policy; and

WHEREAS, the City needs to amend, update or add to Long Beach Personnel Policies due to changes in State Law; and therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, The Mayor and City Clerk are hereby authorized and directed to execute said personnel policies changes, additions and amendments, a copy of which is attached hereto and by this reference made part hereof, as the official act and deed of the City of Long Beach.

Passed this 6th day of May, 2019.

Ayes Nays Absent

Jerry Phillips, Mayor

ATTEST:

Helen Bell, City Clerk

TAB - N

Mayor Phillips, Council & Staff

On behalf of the
Merchants in Long Beach a
sincere "Thank you" for
adjusting the \$19,250⁰⁰
2019 Fireworks budget by \$150⁰⁰.

Your support
of this national holiday
is truly appreciated

Long Beach Merchant
Since 1974

BEFORE THE HEARING EXAMINER FOR THE CITY OF LONG BEACH

In the Matter of the Application of)

Abigale Hartzell, owner)

For a variance to Critical)
Regulations in the R-3 Multi-)
Family Residential Zone located)
at 312 Sid Snyder east)

FILE NO: V 2019-1

FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND DECISION

DECISION

The Variance Application is **APPROVED**, subject to conditions.

INTRODUCTION

The Variance application of **Abigale Hartzell** to allow the approximately 2,260 sq ft of direct wetland impacts and approximately 2,902 sq ft of wetland buffer came before Jan LeM. Hedges, Hearings Examiner, on April 12th, 2019 at 1:03 p.m. . Mrs. Ariel Smith, Community Development Director, presented the Department of Community Development Staff Report

The Hearing Examiner explained the hearing procedure, after which City staff made an opening presentation concerning the Variance. Testifying under oath were:

Ariel Smith, Community Development Director, CITY

The following exhibits were offered and admitted:

EXHIBIT	DESCRIPTION	SUBMITTED BY	DATE ADMITTED	COMMENTS
1	Application for Variance	Abigale Hartzell	04/08/2019	Complete
2	Determination of Completeness	CITY	03/11/2019	Complete
3	Staff Report	CITY	04/11/2019	Complete
4	Notice of Public Meeting	CITY	03/20/2019	Complete

The hearing adjourned at 1:07 p.m.

From the foregoing, the Examiner makes the following:

FINDINGS OF FACT

1. Applicants, **Abigale Hartzell** seek the approximately 2,260 ^{sq ft} of direct wetland impacts and approximately 2,902 ^{sq ft} of wetland buffer to allow for residential development variance.
2. This parcel is located along the north side of Sid Snyder East, within Section 16, Township 10 N, Range 11 W, WM. It includes Tax Parcels 73011087007 and 73011087011.
3. The applicant requests a critical areas variance to allow alteration of an approximately 11,800 ^{sq ft} lot with wetland and wetland buffer impacts associated with onsite Category III wetlands.
4. The proposed site is located in a **R3-Single – Multi Family Residential zone**.
5. The subject property is designated High-Density Residential on the future land use map of the Long Beach Comprehensive Plan Map.
6. The proposed variance is exempt from the **State Environmental Policy Act**, part 10a of the Washington State Joint Aquatic Resources Permit Application.
7. **Public** street(s), water and utilities are available to serve the site.
8. The letter of concern expressed by the **Adjacent Property Owner** has been addressed.
9. This Variance Application was **timely submitted**, was received and met the CITY completeness requirements as required in CITY Ordinance 15.08.070 B. and RCW 36.70.B.070.
10. Any Conclusion of Law deemed to be a Finding of Fact is adopted as such. From these Findings of Fact, the Examiner makes the following:

CONCLUSIONS OF LAW

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

DECISION

The application of a variance for **Abigale Hartzell**, owner to impact approximately 2,260 sq ft of direct wetland and approximately 2,902 sq ft of wetland buffer to allow residential development is **APPROVED**, subject to the following conditions:

1. The development, including any development by other than the applicant, shall comply in all respects with the applicable sections of the City of Long Beach Unified Development regulations.
2. The development, including any development by other than the applicant, shall comply in all respects with the applicable sections of the City of Long Beach Zoning regulations.
3. The development, including any development by other than the applicant, shall comply in all respects with the applicable sections of the City of Long Beach Building regulations.
4. The development, including any development by other than the applicant, shall comply in all respects with the requirements of the City of Long Beach Critical Areas.
5. The development, including any development by other than the applicant, shall comply in all respects with the City's Flood Damage Prevention regulations.

6. Any new utility systems, such as power, cable TV, telephone, etc. shall be buried underground. Design and installation of the systems shall be conducted by the franchised utility company and the designs shall be submitted to the City Engineer for review and approval prior to installation.
7. The applicant or any other developer of the subject property shall be bound by conditions of any other conditioned City approval, if any.
8. Stormwater shall be discharged to the City's drainage system or retained onsite. Development of the property shall not cause any stormwater flows off-site.
9. Applicant shall submit a drainage plan demonstrating protection of nearby wetlands as part of the building permit application.
10. The conditions of this and any other conditioned City approvals for Case No. V 2019-01 are mandatory requirements. Failure to comply with conditions of any City approval may result in the approval being rescinded and possibly the applicant or subsequent developers or owners being cited and fined under the Long Beach City Code.

Done this 16th, day of April, 2019

A handwritten signature in black ink, appearing to read "Jan LeM. Hedges". The signature is fluid and cursive, with a large loop at the end.

Jan LeM. Hedges, Hearing Examiner

NOTICE OF RIGHT TO APPEAL

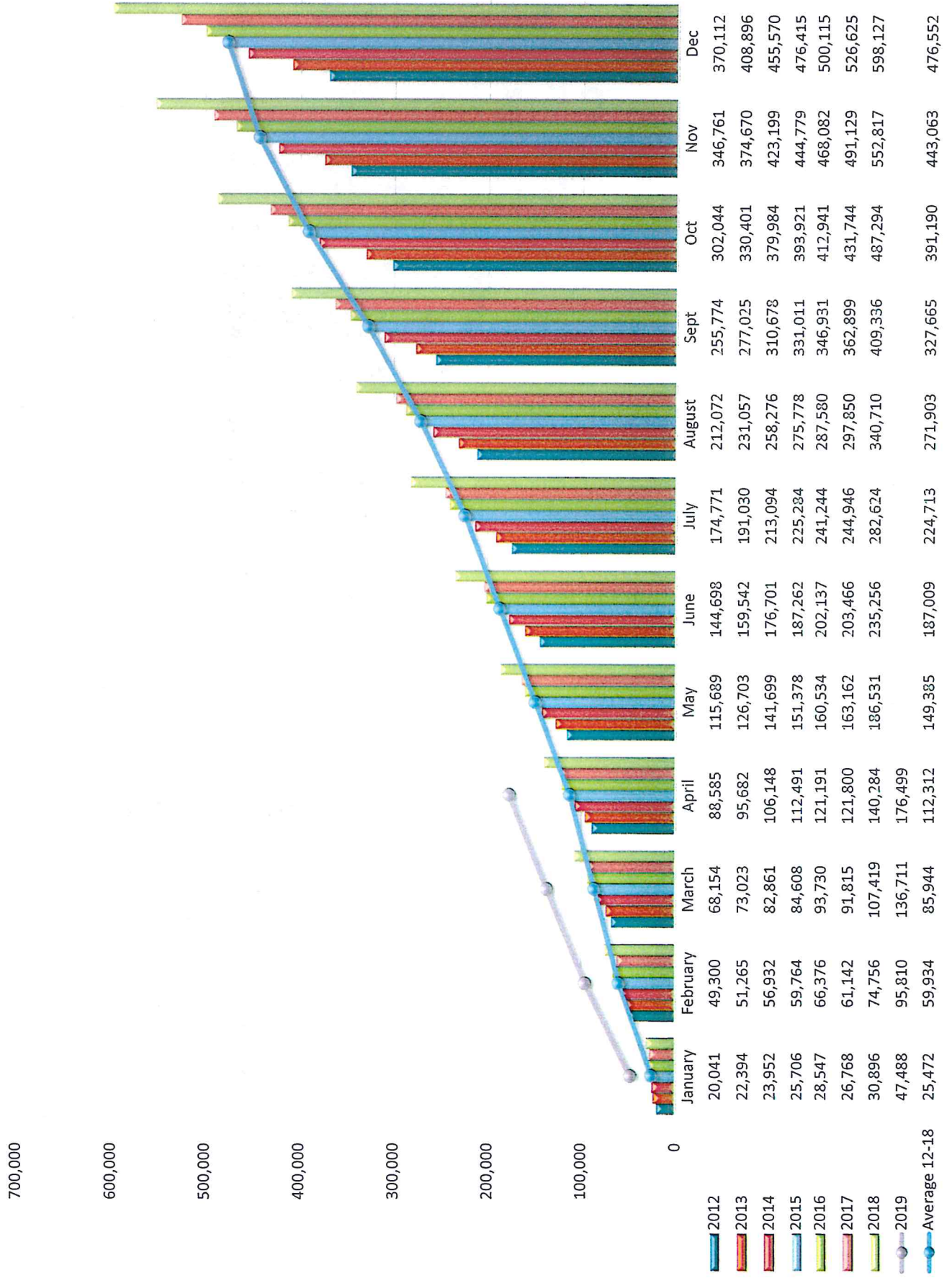
RIGHT TO APPEAL –TIME LIMIT

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

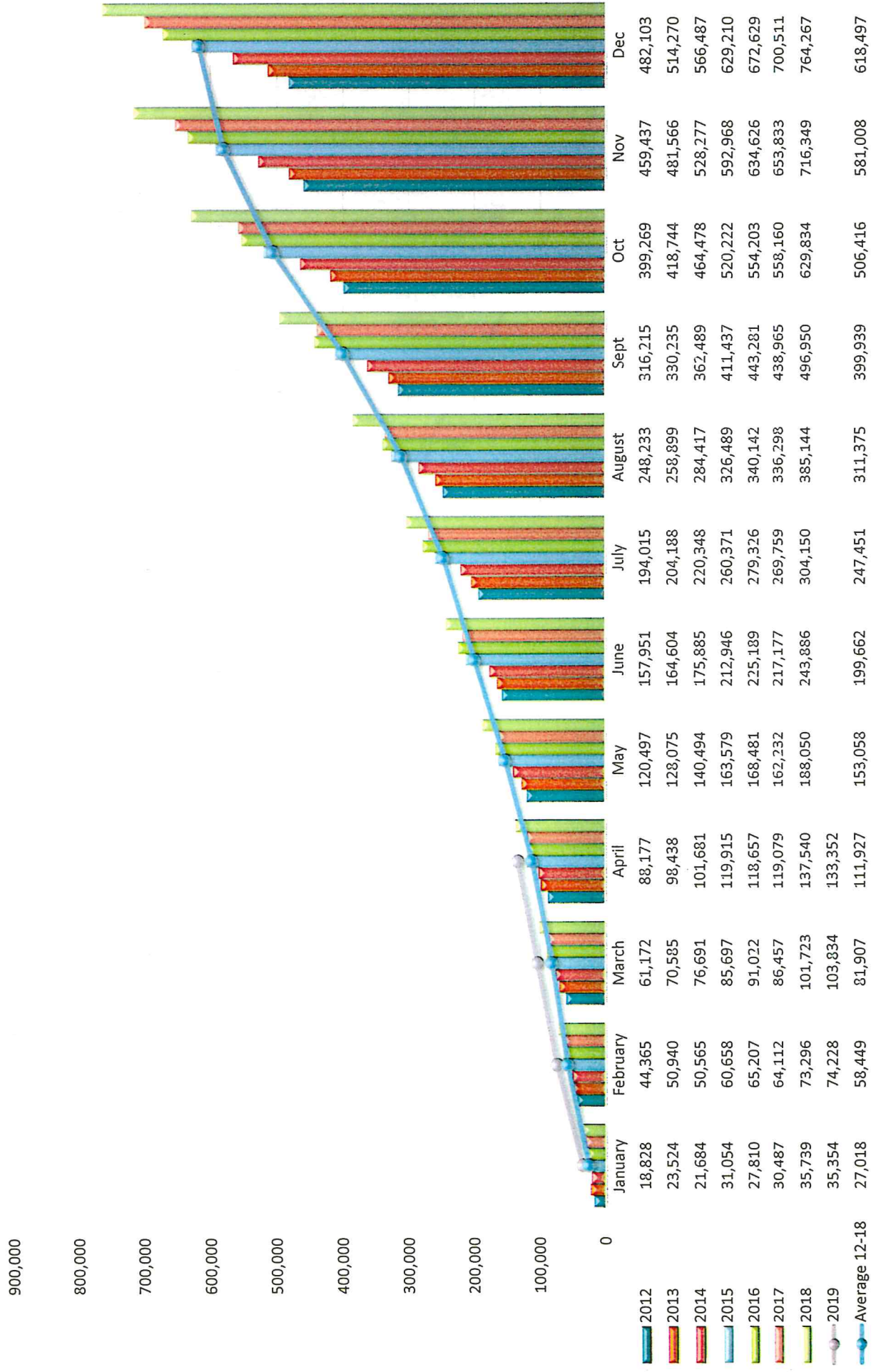
TRANSCRIPT OF HEARING – PAYMENT OF COST

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

Sales Tax Collections



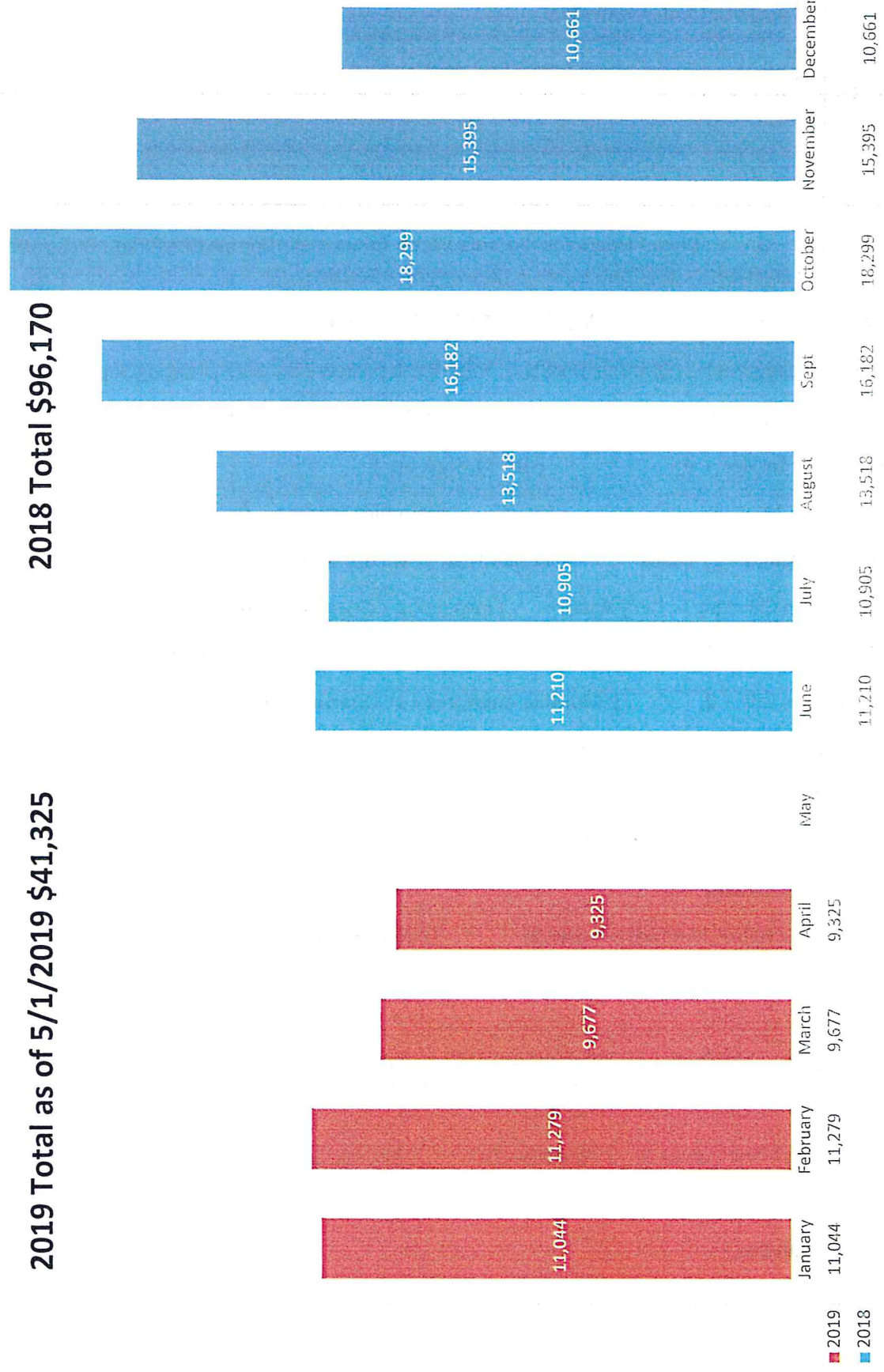
Lodging Tax Collections



TRANSPORTATION BENEFIT DISTRICT

2019 Total as of 5/1/2019 \$41,325

2018 Total \$96,170



■ 2019
■ 2018

City of Long Beach Activities Report

April 2019

Wastewater Dept.

Call Outs - 1

Meetings - 8 (Plant Upgrades (Potable Water Concerns) / Composting (Plant Bids / Walk through) / D.O.E. / Engineers / (2) Contractors / (2) Evergreen Septic.

Safety Meetings - 1 (Bloodborne Pathogen Awareness.)

Plant Management - Monthly DMR's / Paperwork Review / Emails / Ordering Supplies / Engineers.

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

Customer Service - 1 (18th N Hook up.)

Locates - 12 Emergency Locates – 0

Hauling Sludge - 27 Loads (121,500 cal. / 9.5 dry tons.)

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

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

Samples to Lab - 2 (Monthly Ammonia / 1st Quarter Digester.)

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

Sink Hole Investigation – 1 (7th st nw.)

Main Repairs - 1 (7th st. N.)

Equipment Cleanup - 1

Headworks Debris Removal – 4 Barrels Decanting Digester – 8,000 Gallons Supernatant ran back through plant.

Training - All Crew Bloodborne Pathogen Awareness

Treatment Plant Numbers – 6.23 Million Gallons. (Approx. 208,000 Gal / Day)

Other Activities –

Sent Correction Action E-mail to D.O.E. over WP PH.

Extending Plant Drain Lines.

Hauling More Pre-Load Sand to WWTP Site.

Mowed Dike Top at WWTP Lagoon.

Interviews for New Plant Operator.

New Radiator Installed on Plant Generator.

New Sewer Service @ 23rd N & Washington.

Cleaned Out Grit Classifier.

WP-291 PH Submitted.

Made Up Piping System for Evergreen Off Loading.

Run Dye Test on 12th N & Washington.

Main Line Repairs (7th st. N)

Sent Discharge Permit Fee.

Main Computer Backup Weekly.

Monthly Fire Extinguisher Checkups.

Office Organization & Cleanup.