

AGENDA – Monday, December 21, 2020

6:30 p.m. Workshop 7:00 p.m. City Council Meeting

Zoom Webinar ONLY Meeting ID: 878 0626 9974

Password: 12345678

6:30 WORKSHOP

WS 20-19 WS 20-20 Fines and Forfeitures – TAB A

2nd Street SE Request for Closure - **TAB B**

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

Call to order And roll call Mayor Phillips, Council Member Svendsen, Council Member McGuire,

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, December 7, 2020 City Council Meeting
- Payment Approval List for Warrant Registers 59861-59895 & 87535-87607 for \$260,278.35
- AB 20-78 Ordinance 988 Budget Amendment 2020 TAB D
- AB 20-79 SDS Agreement for Services TAB E
- AB 20-80 Interlocal Agreement for Pacific County Joint Drug Task Force TAB F
- AB 20-81 Department of Ecology Biosolids Agreement Amendment #3 TAB G
- AB 20-82 Fireworks Agreement with Western Display 2022 Celebration TAB H

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB I

- Parks, Streets and Stormwater Report for November 2020
- Budget Message 2021

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop. January 4, 2021, January 18, 2021 & February 1, 2021

ADJOURNMENT

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

TAB - A



CITY COUNCIL WORKSHOP BILL

WS 20-19

Meeting Date: December 21, 2020

SUBJECT: Review Fines		Originator:
	Mayor	
Administered by LBPD	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	
2 10 E E E E E E E E E E E E E E E E E E		
SUMMARY STATEMENT: Rev	riew miscellaneous fines and violatio	ns that are assesse

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.

Code Reference	Penalty	Violation	Current Fine	Updated Fine
6-7-2	<u>1-4-1</u>	Fireworks prohibited	\$50	Increase \$75 \$150 \$300
6-4A-6	6-4A-14	Dog Nuisance	¢50 ¢100 ¢150	מסכל לסכדל לכיל ספים ומייי
7			0CT¢ ,0UT¢ ,0C¢	No Change
12-11-5	14-3-3	RV Vehicle Restrictions	\$100 per day	\$200 per day
5-4-2	Lien, Notify City Hall	Noxious Vegetation	\$100 Cost of Abatement	No Change
<u>5-2A-4</u>	Direct cost	Junk Vehicle	Cost of Abatement	on Change
5-5-4	5-5-8	Noise Violation	\$75	opred) ON
3-5-2	3-5-15	Gambling Tax	\$300	Remove
6-6-1	6-6-3	Curfew	\$100	ovo mos
6-2-9	1-4-1	Keep off city structures	\$50 \$50	Increase \$75 \$150 \$200
6-6-3	6-6-3	Parental Responsibility	\$100	1151 case 5/5, 5150, 5500
RCW 46.61		Parking Violations RCW	000	OCTA
<u>5-2-1</u>	14-3-3	Public Nuisance	\$100 per day	No Change
7-3-3	7-3-6	Bicycles, Skateboards and Skates	\$250	No Change
<u>6-5-1</u>	1-4-1	Criminal Code; Miscellaneous Offenses	\$50	Increase \$75, \$150, \$300

TAB - B



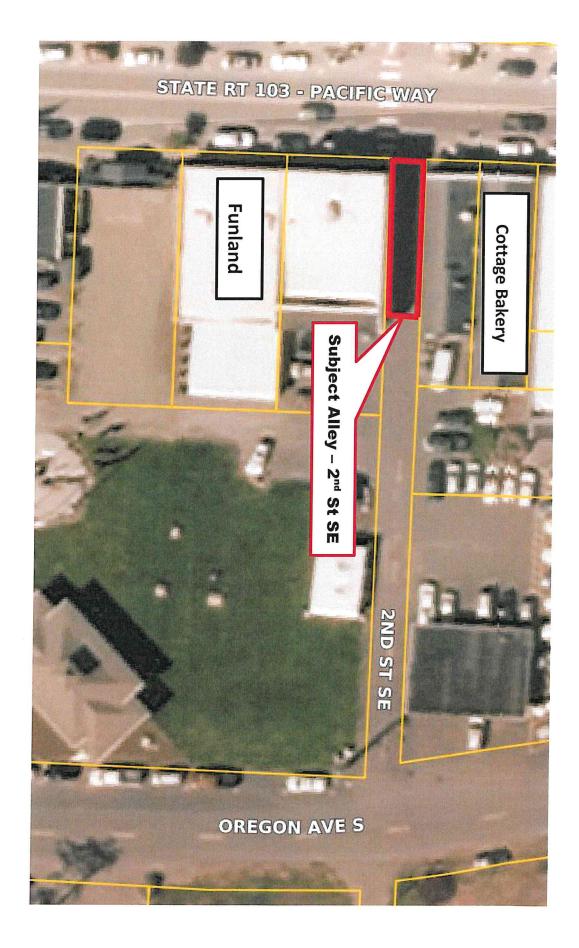
CITY COUNCIL WORKSHOP BILL

WS 20-20

Meeting Date: December 21, 2020

SUBJECT: Request to		Originator:
Close Portion of 2 nd ST	Mayor	
	City Council	
SE to Vehicular Traffic	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	
CUMMADV CTATEMENT, Do	view the request to close the portion o	f and OT OF L

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.



Ariel Smith

From:

David Glasson

Sent:

Wednesday, December 16, 2020 2:56 PM

To:

Ariel Smith

Subject:

FW: Alley between Bakery and Funland

----Original Message-----

From: Jerry Phillips <jphillips@longbeachwa.gov> Sent: Wednesday, December 16, 2020 2:33 PM To: David Glasson <dglasson@longbeachwa.gov> Subject: FW: Alley between Bakery and Funland

Respectfully,

Jerry Phillips Mayor Long Beach Wa. 98631 Cell: 360-977-8491

----Original Message-----

From: Jeff Harrell < jeffsharrell@icloud.com>
Sent: Wednesday, December 16, 2020 12:17 PM
To: Jerry Phillips < jphillips@longbeachwa.gov>
Subject: Alley between Bakery and Funland

[External Email]

Hey Jerry,

I would like to ask if the alley between the two buildings could be abandoned and closed off. The Epping's are in favor. We are wanting to make it customer and tourist friending. Plus we would like to use our window for take out pick up?

The one way is also dangerous as the turn heading north is blind because of Funland building. Lots of foot traffic on it since parking is east.

We would like to put in tables, lighting, and planters if possible. Maybe paint murals on buildings.

Is this a possibility?

Thanks, Jeff

Jeff Harrell, PharmD President Peninsula Pharmacies Inc.

Visit - www.threewoodsisters.com

(Not reviewed for spelling or grammar)

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TAB - C

LONG BEACH CITY COUNCIL MEETING

(Remotely Held Meeting)

December 7. 2020

7:00 CALL TO ORDER

Mayor Phillips called the meeting to order.

ROLL CALL

David Glasson, City Administrator, called roll with Mayor Phillips, C. Svendsen, C. McGuire, C. Murry, C. Cline, and C. Kemmer in attendance remotely.

PUBLIC COMMENT

No comments.

CONSENT AGENDA

Minutes, November 16, 2020 City Council Meeting
Payment Approval List for Warrant Registers 59834-59860 & 87470-87534 for \$236,980.74

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

BUSINESS

AB 20-75 - Ordinance 986- 2021 Final Budget Adoption - PUBLIC HEARING

The Mayor opened the public hearing at 7:02 p.m.

David Glasson, City Administrator, presented the Agenda Bill and offered the public an opportunity to comment on the proposed budget. There were no public comments.

The Mayor closed the public hearing at 7:03 p.m.

C. Kemmer made the motion to adopt Ordinance 986. C. McGuire seconded the motion; 4 Ayes; 1 Nay (C. Murry), motion passed.

AB 20-76 - Ordinance 987- 2021 Utility Rates

David Glasson, City Administrator, presented the Agenda Bill. This adopts the rate increases discussed during the budget workshops. Monthly residential rates for Water increase .38¢, Sewer increases .73¢ and Storm Water rates stayed the same as 2020. Therefore, the total increase is \$1.12 per month (including utility tax).

C. McGuire made the motion to adopt Ordinance 987. C. Kemmer seconded the motion; 4 Ayes; 1 Nay (C. Murry), motion passed.

AB 20-77 – SUP 2020-04 Drive-In Movie Theater (Neptune Theater)

Ariel Smith, Community Development Director, presented the Agenda Bill. Due to the Governor's Orders to restrict indoor gatherings, the Neptune Theater has been forced to close. The owner has approached the city with the idea of operating a drive-in on the west side of the building. She is requesting a special use permit to allow her to operate as a drive-in only theater while these restrictions are in place. She hopes to continue this use after the orders have been lifted as it offers an option for those that do not want to be indoors. The use of a drive-in theater is restricted in all zones, but city staff hopes to bring this before the Council as a discussion item at the next zoning code amendment.

C. Svendsen made the motion to approve the request to allow Kaarina Stotts, Owner of the Neptune Theater, to operate a drive-in on her property at 298 9th ST SW. C. McGuire seconded the motion; 5 Ayes, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Water Department Report for November 2020
- Wastewater Department Report for November 2020
- Police Chief's Report for November 2020

ADJOURNMENT

Mayor Phillips adjourned the meeting at 7:22 p.m.

	Mayor	
City Clerk		



Warrant Register

Check Periods: 2020 - December - First

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

Page 1 of 3		Printed by CLB1\HelenB on 12/18/2020 10:02:12 AM	Printed by CLB1\Helk	Execution Time: 22 second(s)
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Page 1 of 3

Register

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₩1,000.00		10/10/000	Chamtron Cyntomo Inc	87573
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00 1929		12/18/2020	BSK Associates	87570
\$341.15		12/18/2020	BMC WELDING	0/308
\$2,500.00		12/10/2020	payview Asprianting.	87560
\$ 130.00		40/40/0000	Barriew Asphalt Inc	87568
#130 00		12/18/2020	Baxter, Esther	<u>87567</u>
\$57.18		12/18/2020	Astoria Janitor & Paper Supply	8/566
\$120.00		12/18/2020	All Safe Mini Storage	0/303
\$50.97		12/10/2020	VIII O COLLECTION	97565
\$50.07		12/18/2020	Airgas USA LLC	87564
\$363.84		12/18/2020	Active Enterprises, Inc.	8/563
\$1,451.87		12/11/2020	Leio Waste CON	07500
# 41 NO 00		12/17/20	Zero Waste IISA	87562
\$42.00		12/11/2020	Huff, Tim	<u>87561</u>
\$110.00	12/14/2020	12/8/2020	Zuern, Donald	0/300
\$200.00		12/0/2020	Trigit, Lavio	97560
9-10-00-00-00-00-00-00-00-00-00-00-00-00-		43/8/3030	Wright Travis	87559
\$120.00		12/8/2020	Williams, David	<u>87558</u>
\$40.00		12/8/2020	Smith, Bethany	100/0
\$100.00		12/0/2020	Originally	07557
***************************************		10/8/2020	Sheldon lonny	87556
\$350.00		12/8/2020	Phillips, John	87555
\$30.00		12/8/2020	Fnilips, Dakota	0/304
\$30.00		12/0/2020	- 000 2011, WINCO	97667
00000		13/8/3030	Peterson Mike	87553
\$20.00		12/8/2020	Persell, Whitney	8/552
\$140.00	12/10/2020	UZ/8/Z/1	Oglesby, Julia	07.00
\$130.00		10/0/0000	Orloshy Iulio	87551
\$150.00		12/8/2020	Noonan, Jennifer	<u>87550</u>
\$20.00		12/8/2020	Nagy, Branden	8/549
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60.00	40440000	10/0/2020	Maurer Eldon	87548
\$50.00		12/8/2020	Lopez, Daniel	87547
\$200.00		12/8/2020	LaFontaine, Patrick	8/546
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\$280.00		12/0/2020	Ciassoli, David	07545
***************************************		13/8/2020	Glasson David	87544
\$60,00		12/8/2020	Gaerlan, James	87543
\$30.00		12/8/2020	Elliott, Scott	8/342
\$100.00		12/8/2020	Custer, Nimberiee	07540
\$30.00		12/0/2020	Carripoen, Man	875/1
\$50.00		12/0/2020	Campbell Mat	87540
\$50.00		12/8/2020	Brown, Cody	87539
\$240.00	12/14/2020	12/8/2020	Bonney, Matt	<u>87538</u>
\$20.00		12/8/2020	Bonney, Bob Jr.	8/53/
\$180.00	12/11/2020	12/8/2020	Archer, Jeff	0/000
\$736.19	12/9/2020	12/8/2020	Weling, Casey	07000
\$175.50		12/4/2020	realisters Local #30	87535
\$3/5.00		12/4/2020	Teamstors cool #50	59895
\$233.66		12/1/2020	Massmutual Retirement Services	59894
÷-100.00		12/4/2020	Employment Security Dept	59893
\$125.00		12/4/2020	Discovery Benefits Inc.	59892
\$3 140 00		12/4/2020	Dept of Retirement Systems Def Comp	<u>59891</u>
\$16,032,59		12/4/2020	Dept of Retirement Systems	59890

	8760 <u>6</u> 87607 201201 1985 Bond LONWAT01	87603 87604 87605	87600 87601 87602	8759 <u>7</u> 8759 <u>8</u> 8759 <u>9</u>	87594 87595 87596	87590 87591 87592	87586 87587 87588 87589	87583 87584 87585	87575 87576 87577 87578 87578 87580 87581
	Wex Bank Wilcox & Flegel Oil Co. U.S. Bank N.A.	Total Battery & Auto U S Fire Equipment, LLC Visa	STAPLES BUSINESS CREDIT Tangly Cottage Garden TireHub	Public Utility District 2 Quill Corporation SAW Construction, Inc. Sid's Iga	Penoyar, Joel Powell, Seiler & Co., P.S Pro-Vac	Pacific Fibre Products, Inc. PAPE MACHINERY	Hach Company Inland Electric, Inc Iron Mountain MANSEIFI D AI ARM CO INC	Evergreen Septic Pumping LLC FedEx Ferguson Enterprises, Inc #3007 GRAINGER	CresComm Wifi, LLC. Davidson, Patrick Department of Licensing - Firearms Section Discovery Benefits Inc. Emerald Services, Inc. Englund Marine Supply Evergreen Septic Inc
Total Ch Grand Total	12/18/2020 12/18/2020 12/18/2020 12/1/2020	12/18/2020	12/18/2020 12/18/2020 12/18/2020	12/18/2020 12/18/2020 12/18/2020 12/18/2020	12/18/2020 12/18/2020 12/18/2020 12/18/2020	12/18/2020 12/18/2020 12/18/2020 12/18/2020 12/18/2020	12/18/2020 12/18/2020 12/18/2020 12/18/2020	12/18/2020 12/18/2020 12/18/2020 12/18/2020	12/18/2020 12/18/2020 12/18/2020 12/18/2020 12/18/2020 12/18/2020 12/18/2020 12/18/2020
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\$260,278.35 \$260,278.35	\$1,286.72 \$500.00 \$945.75 \$26,512.50	\$1,095.40 \$41.78 \$63.78	\$18.77 \$217.28 \$810.75	\$1,623.31 \$1,623.31 \$101.25 \$65,697.22	\$1,243.75 \$2,850.00 \$1,905.00	\$113.72 \$1,444.19 \$1,372.87	\$172.44 \$406.03 \$452.22 \$142.22	\$1,945.80 \$1,945.86 \$4.66 \$714.33	\$392.49 \$94.50 \$39.00 \$50.00 \$276.17 \$200.52

TAB - D



CITY COUNCIL AGENDA BILL

AB 20-78

Meeting Date: December 21, 2020

A	GENDA ITEM INFORMATION	
SUBJECT:		Originator:
Ordinance 988 –	Mayor	
	City Council	
Amending the 2020	City Administrator	DG
Budget	City Attorney	
9	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: The Ordinance presented amends the 2020 budget to include additional, unexpected expenditures in the Current Expense and Wastewater Funds. The current expense fund bore the brunt of COVID related expenditures which could have not been predicted in the budget process. The wastewater fund incurred additional expenditures related to the biosolids plant; during budget preparation for 2020 it was thought that the plant would be mostly completed. The construction was completed in 2020.

RECOMMENDED ACTION: Approve Ordinance 988 amending the 2020 budget.

ORDINANCE No. 988

AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON, AMENDING THE 2020 BUDGET BY AUTHORIZING ADDITIONAL EXPENDITURES

WHEREAS, due to a large project completion the wastewater department had additional expenditures that exceeded the original fund amount,

WHEREAS, due to unexpected expenditures related to COIVD-19, the current expense fund had additional costs, and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, that the 2020 Budget is hereby amended to allow the following total expenditures.

Passed this 21st day of December, 2020.

AYES	NAYS	ABSENT	ABSTENT	TIONS
ATTEST:		Je	erry Phillips, May	/or
Jessie Hermens, C	ity Clerk	-		
	2020]	BUDGET AMENDME	NTS	
Current Expense Wastewater Fund		Expenditures & Non-Ex Expenditures & Non-Ex		\$ 2,082,597 \$ 3,727,777

TAB - E



CITY COUNCIL AGENDA BILL

AB 20-79

Meeting Date: December 21, 2020

AG	SENDA ITEM INFORMATION	
SUBJECT: Agreement for		Originator:
Services with SDS	Mayor	
There are the first the fi	City Council	
Municipal Consulting LLC	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST : \$1,800 per month	Water/Wastewater Supervisor	
	Other:	
CLIMANA DV CTATEMENT.	CDC C!!'	1' 1 1' 11 0'

SUMMARY STATEMENT: SDS Consulting was instrumental in helping the City secure funding from the legislature for the police department. Her focus for 2021 will be capital budget requests for the boardwalk and broadband assistance. Her schedule for 2021 is outlined in the attached agreement.

RECOMMENDED ACTION: Authorize the Mayor to sign the agreement.

AGREEMENT FOR SERVICES

BETWEEN THE CITY OF LONG BEACH AND SDS MUNICIPAL CONSULTING LLC

THIS AGREEMENT, is made this 8th day of December, 2020, by and between the City of Long Beach (hereinafter referred to as "City"), a Washington Municipal Corporation, and SDS Municipal Consulting LLC (hereinafter referred to as "Service Provider"), doing business at 841 W. Pheasant Lane, Saratoga Springs, UT 84045.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and WHEREAS, the City desires to contract with Service Provider for the provision of such services for government relations in Olympia for the purposes of building and coordinating support for the following legislation: appropriations for boardwalk repairs; allow small cities to be exempt from the prevailing wage law; and allow a greater portion of the sales tax revenues to remain with the City; and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work**. Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed written permission of the City Council.

2. Payment.

- A. The City shall pay Service Provider at the rates set forth in Attachment A, one thousand eight hundred dollars (\$1800) per month, for the services described in this Agreement.
- B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed.
- C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
- 3. Relationship of Parties. The parties intend that an independent contractor client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors

during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

- 4. Project Name. Government Relations Services for the City of Long Beach.
- 5. **Duration of Work**. Service Provider shall complete the work described in Attachment A by April 25, 2021. If a special session begins, Service Provider will continue to represent the City, unless otherwise agreed upon.

6. Termination.

- A. <u>Termination Upon the City's Option</u>. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
- B. <u>Termination for Cause</u>. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
- C. <u>Rights upon Termination</u>. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The Mayor shall make the final determination about what services have been satisfactorily performed.
- 7. Nondiscrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- 8. Indemnification / Hold Harmless. The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- 9. Insurance. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.
 - A. Minimum Scope of Insurance. Service Provider shall obtain insurance of the types described below:
 - 1. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - 2. <u>Commercial General Liability</u> insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.
 - B. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and \$1,000,000 productscompleted operations aggregate limit.
 - C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
 - 1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
 - 2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 - D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - E. Verification of Coverage. Service Provider shall furnish upon request the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

- F. Subcontractors. Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.
- 10. Entire Agreement. The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
- 11. City's Right of Supervision, Limitation of Work Performed by Service Provider. Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 12. Work Performed at Service Provider's Risk. Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

13. Ownership of Products and Premises Security.

- A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
- B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
- **14. Modification**. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
- **15. Assignment**. Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
- 16. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

- 17. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
- 18. Resolution of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the Mayor whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF LONG BEACH	SERVICE PROVIDER
By:	By:
CITY CONTACT City of Long Beach P.O. Box 310 115 Bolstad Avenue W Long Beach, WA 98631	SERVICE PROVIDER CONTACT SDS Municipal Consulting LLC
Phone: 360-642-4421 Fax: 360-642-8841	Mobile: 360-510-0812
ATTEST/AUTHENTICATED By: Title:	

Attachment A

Proposal for the City of Long Beach Government Relations Services

Scope of Work and Budget

Contract Focus:

Assist the City of Long Beach (the City) to establish and continue government relations with the Legislature of the State of Washington; advance local city government reform legislation; and garner legislative proviso funds.

Scope of Services

- 1. Work with the City, other local partners, State Legislators and Washington State agencies to garner legislative provisos for the following Capital Budget Request: Iconic Long Beach Boardwalk and Broadband Assistance.
- 2. Work closely with the City and key legislators to build and coordinate support for legislation affecting small cities, especially those identified by the Association of WA Cities; advocate for public entities to provide retail Broadband services (RCW 54.16.330 and RCW 53.08.370); an exemption for small cities in regards to the Prevailing Wage Law (RCW 39.12, 39.04.260, and WAC 296-127-023, 296-127-010(5)(b)); and allow 1% 2% additional City sales tax revenues to remain with the City and be used for police services & transportation infrastructure for the City.
- 3. Coordinate meetings with elected officials and the City during the session.
- 4. Work with the City to engage and leverage SDS Municipal Consulting's network of contacts, as well as the City's existing relationships, to deliver accurate and timely information supporting the City's legislative requests to key legislators.
- 5. Work with the City to coordinate and facilitate the legislative work of other stakeholders supporting the City's requests.
- 6. Present a summary report of all activities to the City and work with the City to conduct a thorough assessment of SDS Municipal Consulting's performance.

Monthly Retainer

Commencing on the 8th day of December 2020 and continuing through the 25th day of April 2020, SDS Municipal Consulting LLC shall bill the City a monthly retainer fee as follows:

~ \$1800 per month

Total 2021 Session Retainer*

\$ 7200.00

*If the session continues beyond the official session cutoff date, SDS will continue to represent the City at the same monthly retainer fee until the special session ends, or until the City asks to end the contract.

Expenses

Any printing, postage, and other out-of-pocket expenditures that SDS Municipal Consulting LLC incurs on the City's behalf will not be reimbursed.

TAB - F



CITY COUNCIL AGENDA BILL

AB 20-80

Meeting Date: December 21, 2020

AG	ENDA ITEM INFORMATION	
SUBJECT: Interlocal		Originator:
Agreement with the	Mayor	
•	City Council	
Pacific County, City of	City Administrator	DG
Raymond, and the City of	City Attorney	
South Bend for a Drug	City Clerk	
	City Engineer	
Task Force	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
<i>COST</i> : \$10,000	Water/Wastewater Supervisor	
. ,	Other:	

SUMMARY STATEMENT: Attached to this agenda bill is the agreement between the County, the cities of Raymond and South Bend to create the Pacific County Joint Drug Task Force.

RECOMMENDED ACTION: Authorize Mayor Phillips to enter into this interlocal agreement with the Pacific County, the City of Raymond and the City of South Bend to create a Joint Drug Task Force.

INTERLOCAL AGREEMENT PACIFIC COUNTY JOINT DRUG TASK FORCE

Pacific County ("County"), the City of Raymond ("Raymond"), the City of South Bend ("South Bend"), and the City of Long Beach ("Long Beach"), pursuant to the provisions of Chapter 39.34 RCW, agree as follows:

I. PURPOSE

The purpose of this agreement is to create a drug task force unit to enhance the investigation and enforcement of laws against the use, possession, delivery, sale and manufacture of drugs. This agreement recognizes that illegal drug activity is not limited to any particular jurisdiction or boundary and that effective control of this illegal activity requires the joint action of the major law enforcement agencies of this county to protect the citizens of the jurisdictions involved and ensure the health, welfare and safety of those citizens. The parties do not intend to create a separate legal entity under this Agreement.

II. ORGANIZATION

2.1 COMPOSITION

The Drug Task Force shall be composed of a Drug Task Force Executive Board, a Task Force Supervisor and an operational unit.

2.2 EXECUTIVE BOARD

The Drug Task Force Executive Board will be composed of the Chiefs of Police of Raymond, South Bend, Long Beach, and the Pacific County. Sheriff. This board will be responsible for and have authority to establish a budget for the task force, authorize the acquisition of property and equipment, set policies for task force operations, select a Supervisor of the Task Force, and resolve any disputes that may develop between the parties or within the task force during the term of this agreement.

2.3 TASK FORCE SUPERVISOR

The task force Executive Board shall appoint a command staff officer to act as the Supervisor of the Task Force. This command staff officer will act as the operational supervisor for the Drug Task Force. The Supervisor shall report directly to and be responsible to the Drug Task Force Executive Board. The Supervisor of the Task Force shall be responsible for establishing the operational procedures and guidelines to be used by the task force. The Supervisor will provide intermediate level supervision for the operations of the task force and shall be responsible for its actions to the task force Executive Board. The Supervisor shall also act in an advisory capacity for the task force Executive Board.

2.4 **DISPUTES**

In the event of a dispute between the parties, the dispute shall be resolved by the majority vote of the board. In the event of a tied vote, the supervisor of the task force will cast the deciding vote.

2.5 OPERATIONAL UNIT

The operational unit of the task force shall consist of at least one experienced Officer/Deputy provided by each party to this agreement either on a full-time or part-time basis. One of the Officer/Deputy will be appointed as officer in charge (OIC) on a rotating basis by Task Force Supervisor. This unit shall be charged with the investigation and enforcement of the laws pertaining to the illegal manufacture, delivery, possession and use of drugs. The OIC shall be responsible for the supervision of the unit and the day-to-day operation of the unit in the field. The OIC shall be responsible to the designated supervisor and to the task force board.

2.6 CONSENT TO ENFORCEMENT OF LAWS

Because of the multi-jurisdictional nature of this task force, Chiefs of Police for Raymond, South Bend, Long Beach, and the Pacific County Sheriff recognize that each Officer/Deputy in the task force should be and shall be authorized and commissioned to perform the duties of a police officer or deputy sheriff within the

jurisdiction of any of the parties to this agreement. The signature of the Pacific County Sheriff below operates as his consent within Pacific County to allow task force members who are general authority Washington peace officers as defined by RCW 10.93.020(3) and employed by Raymond, South Bend, and Long Beach, to exercise all powers vested by law in a general authority Washington peace officer deputized by the Pacific County Sheriff.

A formal notification in writing to the task force board by each jurisdiction of appointment of an officer to the drug task force shall constitute notice to the parties of this agreement of that officer's participation and shall constitute his commission as a general authority Washington peace officer deputized by the Pacific County Sheriff. When an officer has withdrawn from the task force that officer's authority under this agreement shall terminate.

III. ASSETS

3.1 SEIZING AGENCY

The "seizing agency" for the purposes of Chapter 69.50 RCW is the Pacific County Sheriff's Office. All search warrants, orders for seizure, and civil forfeiture actions commenced in regards to property seized by the task force will identify the Pacific County Sheriff's Office as the Plaintiff. Any assets or equipment transferred for use by the task force by any of the parties to this agreement shall become the property of the Pacific County Sheriff's Office, until that property or asset is specifically released by the task force Executive Board, or this agreement is terminated, whichever shall occur first. Upon release of assets or termination of this agreement, assets or equipment transferred to the task force shall be returned to the party that originally transferred it.

3.2 SALARIES

Each party to this agreement shall remain responsible for the salary, personnel benefits, and personnel costs of the officers it provides for the task force. For the first year of the Task Force operations each agency shall submit invoices to the sheriff's office for reimbursement of salaries and overtime cost associated with each member provided officer in the task force on a quarterly basis. Each officer provided to the task force shall remain only an employee of the jurisdiction from which he was appointed, and shall remain fully liable to that jurisdiction's Civil Service Commission and shall continue to fully comply with the rules and regulations of his respective jurisdiction. It is not the intention of this agreement nor shall it be construed to establish an employment relationship between the Drug Task Force and any member of the Drug Task Force or between any particular officer in the Drug Task Force and any other jurisdiction other than the one from which he/she was appointed. Appointment to the Drug Task Force shall not entitle any employee to any increased or additional employment rights or benefits.

3.3 DRUG TASK FORCE FUND

A Drug Task Force fund shall be established and designated by the Pacific County Treasurer who shall act as treasurer for that fund, pursuant to RCW 39.34.030. Any fines, assessments, and proceeds from asset forfeitures collected by the task force shall be placed in this fund. This fund shall be used to defray the cost of the Drug Task Force and provide buy money for Drug Task Force operations.

3.4 <u>ASSET SEIZURE AND FORFEITURE</u>

In the event any property is seized by the Drug Task Force which is subject to forfeiture, the Pacific County Sheriff's Office and or the Pacific County Prosecutor's Office, shall be responsible for the forfeiture of the property. Proceeds from the forfeiture shall be deposited in the Drug Task Force Fund, and disbursed as follows:

 The costs and legal fees (billed at the employee or official's hourly rate as determined by the county's fiscal analyst) if any, incurred by the party prosecuting the forfeiture proceeding shall be reimbursed.

- 2. All proper expenses of the investigation leading to the seizure and forfeiture will be deducted and placed in the Drug Task Force Fund.
- 3. 10 percent of the remaining money will be remitted to the State Treasurer pursuant to RCW 69.50.505 (9)(a)
- 4. The remaining funds shall be divided equally among the parties to this agreement.

3.5 **OPERATING COSTS**

The operating costs of the task force shall be split equally between the four parties to this agreement, including "buy money".

3.6 FUND CONTRIBUTION REIMBURSEMENT

In the event any party to this agreement contributes funds for the operation of the task force, those funds shall be repaid out of the Drug Task Force Fund in full or on a pro rata basis among the parties contributing after all debts and claims have been satisfied upon termination of this agreement. In the event any party to this agreement donates equipment for use by the task force, that equipment shall be returned to the donating party upon termination of this agreement.

IV. TERM

4.1 COMMENCEMENT

This agreement shall commence upon the execution of this agreement by all four parties hereto.

4.2 **EXPIRATION**

This agreement shall remain and continue in full force and effect until December 31st 2022, and thereafter unless terminated by the parties pursuant to this agreement.

4.3 TERMINATION

Any party to this agreement may terminate the agreement by providing thirty (30) days written notice of its intention to terminate. The termination shall be effective on the 1ST day of the month following a minimum thirty (30) day notice of termination, calculated from the day the notice of termination was mailed to the other parties to this agreement.

4.4 CONTINUED AGREEMENT

If a party other than Pacific County Sheriff's Office terminates this agreement, the remaining parties may elect, by unanimous vote of the remaining members of the Executive Board, to continue operation of this agreement without the terminating party's participation. If the remaining parties elect to continue operation, this agreement shall remain in full force and effect as to those parties.

V. MISCELLANEOUS

5.1 WRITEN MODIFICATION OR AMENDMENT REQUIRED

This agreement shall not be modified or amended except upon the written agreement of all the parties hereto.

5.2 INSURANCE

. Each party shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the agreement set forth herein. To that purpose, for the duration of this agreement each party shall maintain occurrence based general and police professional liability insurance or self-insurance coverage with a limit of not less than ten million dollars (\$10,000,000.) per occurrence, However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the member cities signing this agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this agreement.

5.3 SHARED INDEMNIFICATION FOR THIRD PARTY CLAIMS

With the exception of (1) employee claims for injuries and/or benefits, and (2) claims of any kind arising from non-intentional traffic collision, the parties shall be equally responsible for third party obligations, liabilities, lawsuits, and claims arising from any party's participation in the joint operation that prompted the claim, obligation, liability or lawsuit. Parties that do not have an Officer/Deputy participating in the joint operation shall not be responsible for any claim, obligation, liability or lawsuit arising from that joint operation.

5.4 INDEMNIFICATION FOR EMPLOYEE CLAIMS

In the event that there is a claim or suit of any kind by an employee of any party against the other parties hereto, it shall be the duty and obligation of the party employing the claimant to defend and indemnify the other parties from such claim or suit. For the purpose of a claim or suit arising out of a non-intentional traffic collision, the agency employing the driver will be solely responsible and will defend and indemnify the other parties."

5.5 NOTIFICATION OF CLAIMS

In the event a claim is filed or lawsuit is brought against any party to this agreement, or its employees, for actions arising out of their participation in the Drug Task Force, the jurisdiction shall promptly notify the other parties that the claim or lawsuit has been initiated. Any documentation, including the claim or legal

complaints, shall promptly be provided to each participating jurisdiction. Any party who believes or knows that another party would be liable for a claim, settlement, or judgement that arises from a Task Force action or operation, shall have the burden of notifying each party of all claims, lawsuits, settlements, or demands made to that jurisdiction.

5.6 JOINT DEFENSE

In the event that there is a claim or suit of any kind by any person who is not an employee of any party to this agreement against any party hereto, arising out of a party's participation in the Drug Task Force, all parties to this agreement shall jointly defend such claim. Each party shall contribute equally to the cost of defending a claim arising from participation in this agreement, and any liability resulting from the claim. However, parties that do not have an Officer/Deputy participating in the joint operation that gave rise to such claim or suit shall not be responsible for jointly defending such claim.

5.7 BUDGET

The Drug Task Force Executive Board shall meet prior to July of each year and establish a budget for the operations of the Drug Task Force for the next year. Adoption of the budget of the Drug Task Force shall be subject to the appropriation of necessary funds by the governing authorities of each party. A copy of the adopted budget will be promptly forwarded to the Pacific County Director of the Budget.

5.8 AUTHORITY TO RECEIVE LOANS OR GRANTS

The Drug Task Force Executive Board is authorized to accept gifts, payments, and grants from any source pursuant to RCW 39.34.070 for the purposes set out in this agreement; however, the Drug Task Force Executive Board is not entitled to pledge the credit or borrow on the name of any party hereto. The board shall not commit to spend or disburse any sums in excess of its existing assets and sums budgeted by the parties thereto.

5.9 EVIDENCE

Any evidence or property seized by the task force shall be retained and stored within the Pacific County Sheriff's Office evidence system. All cases which are developed by members of the Task Force will be assigned an "N" number for tracking purposes, regardless of which jurisdiction the case originates in. With the exception of cases generated outside of Pacific County, the appropriate agency will be provided NIBRS information by unit personnel for each case generated in their jurisdiction. Cases currently being investigated by each agency and related to the unit's mission shall be worked by all members of the unit. Future cases will be appropriately assigned among the unit personnel as they arise.

5.10 SURVIVAL OF OBLIGATIONS

Termination of this agreement for any reason shall not relieve a party of any obligation accruing or arising prior to such termination.

5.11 SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

5.12 CHOICE OF LAW, JURISDICTION, AND VENUE

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

5.13 NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights with respect to or in connection with this agreement.

5.14 ATTORNEYS FEES AND COSTS

In the event any party files a lawsuit in any trial or appellate court seeking enforcement of this agreement, the prevailing party shall be entitled to costs of suit, court costs and reasonable attorney's fees.

5.15 COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purposes whatsoever.

WHEREFORE, the parties signify their agreement by the appropriate officer set out below.	e authorized signature of the
Pacific County Sheriff's Office	Date
Raymond Police Department	Date
South Bend Police Department	Date
Long Beach Police Department	Date
Approved as to form:	
Pacific County Prosecuting Attorney	Date

TAB – G



CITY COUNCIL AGENDA BILL

AB 20-81

Meeting Date: December 21, 2020

AGENDA ITEM INFORMATION								
SUBJECT:	SUBJECT: Originator:							
Amending Agreement	Mayor							
	City Council							
WQC-2019-LongBe-	City Administrator	DG						
00060 – Regional	City Attorney							
Biosolids Treatment	City Clerk							
E '''' A	City Engineer							
Facility - Amendment 3	Community Development Director							
	Finance Director							
	Fire Chief							
	Police Chief							
	Streets/Parks/Drainage Supervisor							
COST: N/A	Water/Wastewater Supervisor							
	Other:							

SUMMARY STATEMENT: Due to some complications with the finished material this project requires a timeline extension. This amendment reflects that change and adjusts the "Invitation of Operation Date" and the project competition date to June 2021.

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



Ecology's Administration of Grants & Loans (EAGL)



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Document Information: WQC-2019-LongBe-00060

Details

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> Application Menu > Forms Menu > Amendment

Amendment 3 ➤ GO

AMENDMENT INFORMATION

Instructions:

Please fill in the appropriate fields. Required fields are marked with an * When done, click the SAVE button.

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If you have questions, contact Dawn Drake at <u>Dawn.Drake@ecy.wa.gov</u>.

Amendment Number

- * Amendment Effective Date 11/23/2020
- * Organization Display Name City of Long Beach

(

* Amendment Purpose

This amendment is needed to change the Initiation of Operation Date and the Completion Date due to delays because of problems with the compost controls,

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

- 1. The Scope of Work remains the same.
- 2. The PROJECT budget remains the same.
- The Initiation of Operation Date is changed from June 30, 2020, to March 31, 2021. Based on this date LOAN repayment will begin no later than March 31, 2022.
- The PROJECT Completion Date is changed from December 30, 2020, to June 30, 2021.
- The ESTIMATED LOAN REPAYMENT SCHEDULE Number 000000116 created on June 11, 2020, is replaced with the attached ESTIMATED LOAN REPAYMENT SCHEDULE Number 000000273 created on December 1, 2020.

780 of 2000

Amended Funding Program Specific Terms and Conditions

0 of 2000

Amended Amortization Sched #

AS-000000273

Upload Amortization Schedule

Click the Browse button Select your file Click Save, your file will appear in the List of uploaded documents Repeat for each file

To Delete a file, select the Delete checkbox next to the file and click SAVE

Choose File No file chosen

DELETE

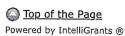
157799 884873-WQC-2019-LongBe-00060AmortizationScheduleforAmendment3.pdf

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Navigation Links

	Status	Page Name	Note	Created By	Last Modified By
	Z	Amendment Request		Smith, Ariel 11/19/2019 10:35:53 AM	Jeanna Ridner (ECY) 11/20/2020 11:05:01 AM
	<u> </u>	Amendment Information (3)		Jeanna Ridner (ECY) 11/20/2020 11:08:47 AM	Jeanna Ridner (ECY) 12/1/2020 2:06:43 PM
D-000000	3	Amendment Signed Documents and Dates (3)		Jeanna Ridner (ECY) 12/16/2019 11:48:32 AM	Jeanna Ridner (ECY) 2/6/2020 2:27:58 PM

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TAB - H



CITY COUNCIL AGENDA BILL

AB 20-82

Meeting Date: December 21, 2020

AGENDA ITEM INFORMATION							
SUBJECT: Display	Originator:						
Agreement for January 1,	Mayor						
	City Council						
2022 for the City's 100-	City Administrator	DG					
year Anniversary	City Attorney						
3	City Clerk						
	City Engineer						
	Community Development Director						
	Finance Director						
	Fire Chief						
	Police Chief						
	Streets/Parks/Drainage Supervisor						
COST : \$15,000 remaining	Water/Wastewater Supervisor						
	Other:						

SUMMARY STATEMENT: Attached to this agenda bill is the agreement for the City's 100-year anniversary show. Western Display is allowing the city to put the \$5,000 deposit (originally for the 4th of July 2020 show) to the 100-year anniversary show balance.

RECOMMENDED ACTION: Authorize Mayor Phillips to execute the agreement.

DISPLAY AGREEMENT AND PURCHASE ORDER

	THIS AGREE	MENT ("Agr	eement")	is entere	d into o	n this		day of _			
20	by and between								address	is set	forth
above,	("Western")	and City of	Long Bea	ch, who	e addre	ss is PO	Box 3	310, Long	Beach,	WA 9	98631
"Spons	or"). Western	and Sponso	r are some	times indi	vidually i	referred [·]	to as a	"Party" ar	nd collect	ively	as the
'Parties	S. ^{II}										

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: January 1, 2022 shot from beach between Bolstad & Syd Snyder Dr, Long Beach, WA 98631, Proposal #21-6736, which is incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
- 2. **Price and Payment Terms.** Total price of TWENTY THOUSAND DOLLARS AND NO/100 (\$20,000.00) is to be paid as follows: 25% of the total price, \$5,000.00 was paid on FEBRUARY 25, 2020; 25% of the total price, \$5,000.00 is due by JANUARY 1, 2021; the remaining balance of the price, \$10,000.00, is due in full on or before January 10, 2022. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
- 3. Western Duties. As part of the total price Western agrees to the following:
 - a. To supply all shells and other pyrotechnics listed on the Proposal;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.

4. Sponsor Duties.

- a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement;
- b. Sponsor to provide at least 3 monitors for security and crowd control during show setup, execution and cleanup;
- c. Sponsor to provide back hoe and operator to dig trenches as directed by pyrotechnician; and
- d. Sponsor to complete any required parks permits.
- 5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.

Indemnification. Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of Western, its agents and employees. Sponsor agrees to indemnify, defend, and hold harmless Western, its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.

7. Compliance with Laws.

- a. Sponsor Responsibilities: SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2014 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ and the operator to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display (see Exhibit A – Display Site Map).
- b. Western's Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.
- 8. Cancellation/Rescheduling by Sponsor. If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$5,000.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$10,000.00). If the Display is cancelled by the Sponsor on

the date of the Display, Sponsor agrees to pay 100% of the total price (\$20,000.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually agreeable date. This date must be within 90 days of the original display date. Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies.

9. Safety / Weather Forced Cancellation. Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

- 10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
- 11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
- 12. Limitation on Damages. In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
- 13. Time. Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.

- 14. Independent Contractor/No Joint Venture. The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.
- 15. Attorney Fees. In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
- 16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
- 17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statue, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
- 18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
- 19. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before January 1, 2021.

Sponsor	Western Display Fireworks, Ltd.
Ву:	By: <u>Heather J. Gobet</u>
lts:	Its: President
Date:	Date:

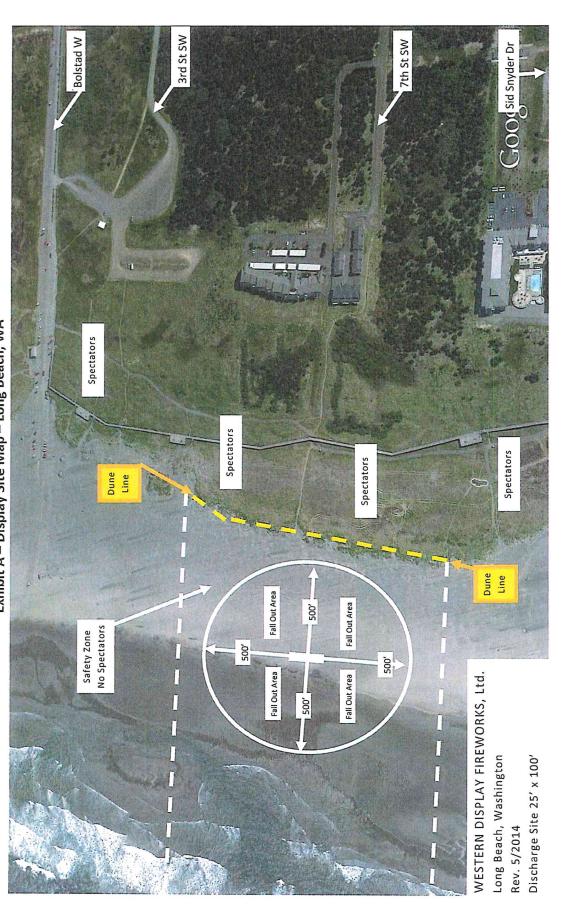


Exhibit A - Display Site Map - Long Beach, WA

TAB - I

Parks - Streets - Storm Water - Nov Monthly Report

Monthly

Safety Meetings

Bi-Monthly

Staff Meetings

Fridays

Street Sweeping

Backpack blowing of sidewalks and brick parks

Boardwalk and dune trail maintenance

Thursdays

Boardwalk and Dune trail

Daily

Restroom maintenance Garbage maintenance

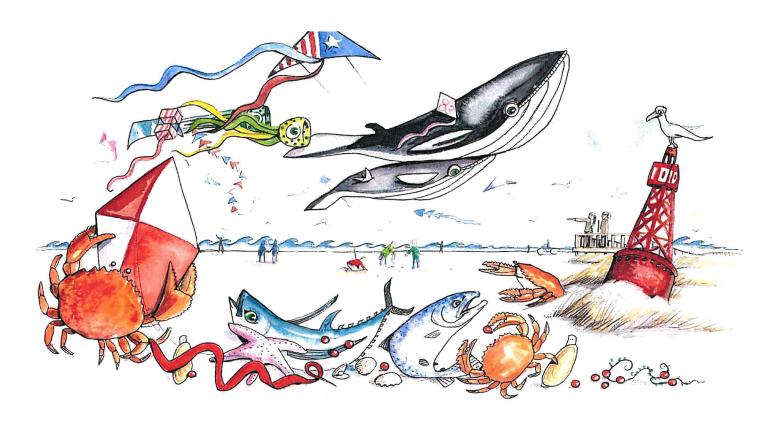
Festivals / Events /set up and tear down

None

- 1. Cold patch pothole maintenance
- 2. Discovery trail maintenance.
- 3. Mowing right of ways
- 4. Christmas decorations
- 5. Painted the inside of the 5th st restrooms
- 6. Blocked off 11th street sw
- 7. Fixed 2 street lights 3rd Blvd and 7th and Pacific
- 8. Cleaned the fountain at the 5th st park

- 9. Built a new wood cover for are control valves and sprinkler shut off at the 5th st mini park.
- 10. Dug out the sand and debris in front of the storm water outfalls

2021 BUDGET MESSAGE



DECEMBER 2020

City of Long Beach Jerry Phillips, Mayor

City Council: Sue Svendsen, Tina McGuire, Del Murry, Kevin Cline & Holli Kemmer,



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Wastewater Fund	11
Stormwater Fund	11

A Message from the Mayor

Calendar year 2020 brought many unexpected challenges with COVID-19, something that the city has monitored and reacted to as effectively as possible. The city continued to operate during the pandemic and act as a local emergency management participant.

Though the pandemic had an impact on sales tax and lodging tax dollars; the impact wasn't as determinantal as originally estimated. Clamming dates were announced for September and October which benefited local businesses. Transportation Benefit District money supported the Idaho Avenue Improvements; through an Interlocal Agreement with Pacific County, we were able to secure substantial savings. The overlay wrapped up in early 2020. There are multiple other projects that occurred during 2020, just to mention a few: updating the water comprehensive plan, beginning the sewer comprehensive plan, beginning the stormwater comprehensive plan, Culbertson Park ADA upgrades, records retention grant completed, implementation of digital records throughout City Hall and the Police Department, the Police Station relocation and renovation, and adopting the City's Comprehensive Plan.

Effective in the 2021 budget nearly every fund has a sinking fund, allowing us to earmark funds for future projects. Much-needed boardwalk repairs could cost anywhere from \$800,000 to \$1.2 million.

The overall debt level for the City after 2020 will push \$9.6 million.

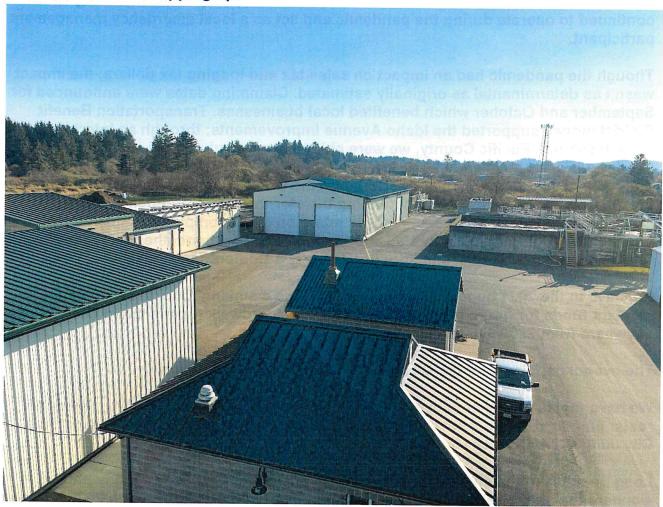
We have fantastic City employees doing an overall superior job. The City personnel roster stands at 25, plus seven Police Officers, a City Attorney, a City Prosecutor, a City Judge, five Council Members, and the Mayor.

Long Beach is a tremendous city to visit, live and work. We have so many natural wonders that make us the greatest destination spot in the state. Though 2020 brought many challenges I am proud of our city and how we've supported one another amongst a worldwide pandemic. I am sure that this support will continue into 2021 and I look forward to that. I am honored and proud to be your Mayor, please stay safe and healthy.

Mayor Jerry Phillips

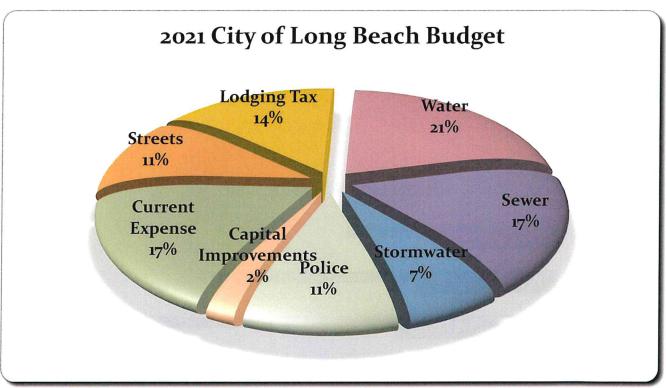
Introduction

During 2020, the largest budget implication was the impact of COVID-19. The City braced for the worst but discovered that people were still drawn to the Peninsula. Due to the pandemic, the city decided to postpone the largest project planned for 2020, the reconstruction of South Washington. The Regional Biosolids Treatment Facility project is wrapping up.



The City is also in the process of upgrading some of its facilities, including City Hall, with painting and foundation upgrades. The City was awarded funding from the Recreation Conservation Office for ADA upgrades to Culbertson Park. That project was completed in 2020.

Mayor Phillips is constantly looking for ways to improve the City of Long Beach and gain funding sources for the Current Expense fund, which is always in need. He continues to be diligent with code enforcement and cleaning up the city. There have been large strides made within the last year and the Mayor plans to continue his work dedicated to the beautification of Long Beach.

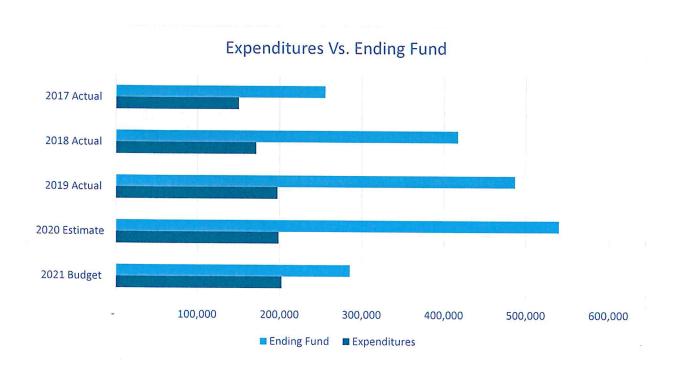


Current Expense Fund

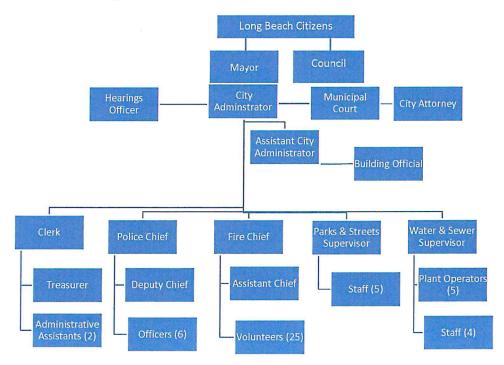
This fund is vital to the City operations. Most tax revenues go to this fund, including 70% of property tax, sales tax and all other business taxes. This makes up roughly \$1.6 million in revenue projected for 2021. Sales tax revenues ended higher than projected at \$720,000. This was after the State implemented the "Stay at Home" order; the city ended the year better than anticipated.

The largest expense is the transfer to the Law Enforcement fund, which is roughly \$755,000. This fund holds all the Legislative, Finance, Administration, Building, Planning, Fire and Parks expenses. The Mayor has been very diligent when it comes to code enforcement, so there is additional money set aside for that within the building sub-fund. The City maintains numerous pocket parks, Culbertson Park and

Stanley Field. The beginning balance for 2021 is projected to be \$539,634, ending the year with \$285,581. This includes another \$100,000 contribution to the Current Expense Sinking Fund. The Sinking Fund, which is there for emergencies or capital equipment purchases, will have a balance of \$420,000 at the end of 2021. In 2019 the voters passed a bond to purchase a new fire truck for \$600,000. The truck has been ordered and will arrive in 2021. The expense will show in the 2021 Fire Equipment Fund.



Long Beach Organization Chart



Revised 2/19/20

Capital Projects Fund

The revenues from this fund are based on real estate sales within the city limits. This money must be spent on capital expenditures. In 2021 this money will be dedicated in part to assisting with the cost of the Washington Ave South Improvements and helping fund the Boardwalk reconstruction. The beginning fund balance for 2021 is estimated to be \$159,102, and the ending fund balance at \$64,102.

Law Enforcement

Most of the revenue in this fund comes from a transfer from the Current Expense fund (\$755,000). Other revenue sources include the City of Ilwaco contribution of \$282,793. The fund supports all the law enforcement that covers both Long Beach and Ilwaco. Law Enforcement staff consists of five officers, a working Chief, a Deputy Chief, and an Administrative Assistant. During 2020, the police station renovation began and will be wrapped up in 2021. A state of Washington capital budget request

was awarded for \$705,000 to the City for this project. This fund begins 2021 with \$24,516 and ends with \$9,174.

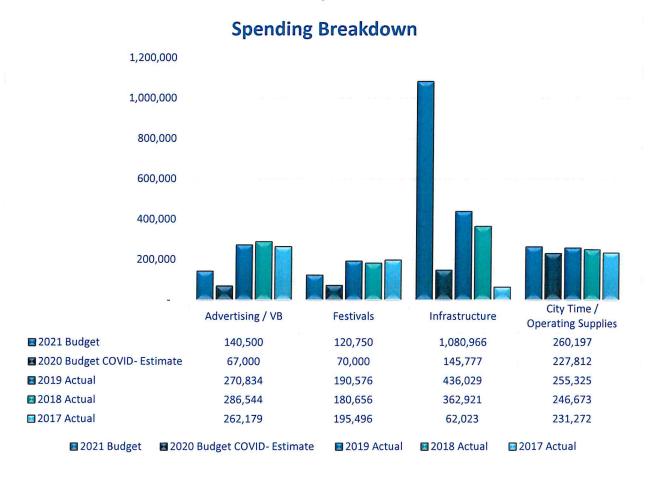


Street Fund

Most revenues generated in this fund come from the property tax split, where 70% goes to the Current Expense fund and the other 30% goes to this fund. The other large revenue source is the Transportation Benefit District tax that was passed by the voters in 2018. This tax is projected to bring in \$110,000 in 2021. This money is specifically intended for street improvements. In 2020 the city completely rebuilt Idaho Ave South with Transportation Benefit District money. The City was also awarded a Public Works Trust Fund Ioan to improve Washington Avenue South by upsizing the waterline and completing an overlay. The overlay is incorporated into the Streets budget with a cost of roughly \$830,000. The City also applied for TIB (Transportation Improvement Board) money to help with this project and was awarded \$400,000. At the end of 2021 there will be a total of \$200,000 in the Streets sinking fund. The city plans to purchase a new street sweeper in 2022 with these funds.

Lodging Tax Fund

All the revenues from this fund are generated from overnight lodging taxes and must be spent to create generate future overnight lodging. This fund supports staff costs related to tourism, provides money to help support local festivals, events, and the Pacific County Tourism Bureau. Due to COVID nearly every event was cancelled and again, due to the "Stay at Home" order and related COVID restrictions there was a decrease in lodging tax collections. The heavy burden on this fund in 2021 will be the reconstruction of the Boardwalk which will likely cost close to \$1 million dollars. The sinking fund for lodging tax totals \$270,000, all of which will be used to fund the Boardwalk. Festivals for 2021 are still in question.



Capital Improvements Fund

The majority of revenues in this fund are generated from Business and Occupation taxes. This is a 0.2% tax that business owners pay based on their quarterly gross receipts within Long Beach city limits. In 2021, money from this fund will help improve some capital facilities throughout the city, contribute to the north end street improvements, Fish Alley improvements and purchase a new police vehicle. This fund also supports the local farmer's market and helps pay off the loan for the Stanley Field improvements.

Water Fund

The majority of the revenues in this fund come from water customers with current services as well as new installs. The rates support this fund and all that it is able to do, including salaries, benefits, operating supplies, equipment and water related capital expenditures. The City is in the midst of installing remote read meters; cutting down substantially on the manpower that it takes to read meters manually. This project began in 2017 and is one of the largest budget items again in 2021. The large focus of the water fund in 2021 will be the upsizing and replacement of the water main on Washington Ave South. Other purchases include replacement and back-up pumps, a new hypo system and a portion of the new backhoe. The rates for 2021 will include a 1% increase from 2020, putting the water minimum charge at \$38.09 per month. The beginning fund balance is \$275,430, with a contribution to the Water Sinking Fund of \$65,000, leaving an estimated ending fund balance of \$220,727 for 2021. The Sinking Fund is in place to hold a reserve in case of an emergency or to build up cash for a large purchase. After 2021's contribution, the Water Sinking Fund will be sitting at \$330,000.

Below are capital projects that are planned within the next three years.

Project / Item	Department	2021		021 2022	
Pall Micro Filter Replacement	Water	\$	45,000		
Remote Read Meters (Long Beach/Seaview)	Water	\$	200,000	\$ 200,000	\$200,000
Washington 20th S. to Sid Snyder*	Water	\$	900,000		
SCADA System Update	Water	\$	20,000		
Backwash Basin Improvements	Water				\$ 73,000

Wastewater Fund

Like the Water Fund, most of the revenue in the Wastewater Fund is associated with the rates. The rates support this fund and all that it is able to do, including salaries, benefits, operating supplies, equipment and wastewater-related capital expenditures. The city is also working on completing the Wastewater Comprehensive Plan. This is something that is required by the Department of Ecology and will help the city analyze utility rates, connection charges and future capital purchases.

The rates for 2021 include a 1% increase from 2020, leaving the wastewater minimum charge at \$73.68 per month. The beginning fund balance of \$571,591 with a contribution to the Wastewater Sinking Fund of \$60,000, leaves an estimated ending fund balance of \$181,632 for 2021. The Sinking Fund is in place to hold a reserve in case of an emergency or to build up cash for a large purchase. After 2021's contribution, the Wastewater Sinking Fund will be sitting at \$250,000.

Below are capital projects that are planned to happen within the next 3 years.

Project / Item	Department	2021		2022		2023	
TV Clean and Repair	Wastewater	\$ 30,000	\$	30,000	\$	30,000	
Lift Station Plumbing upgrades to 5 Stations	Wastewater		\$	250,000			

Stormwater Fund

This fund is also supported by the rates and connection fees. This fund is much smaller in comparison to Water and Wastewater. Some projects in 2021 include continuing the Stormwater Comprehensive Plan update, back-up generator for the 3rd Street pump station, and installing new culverts and catch basins. There isn't a rate increase proposed for this fund; leaving the rate at \$14.36 per month. The beginning fund balance is \$157,976 leaving an estimated ending fund balance of \$51,123 for 2021.

We look forward to another great year in 2021. As always, feel free to contact City Hall with any questions.

Long Beach City Hall 115 Bolstad Ave West PO Box 310 Long Beach, WA 98631 (360) 642-4421