

AGENDA - Monday, July 19, 2021

6:15p.m. Workshop 7:00 p.m. City Council Meeting

Zoom Webinar

Meeting ID: 814 5330 4182 Password: 12345678

6:15 WORKSHOP

WS 21-13 Comprehensive Plan and Zoning Code Amendments – TAB A
WS 21-14 Firework Discussion – TAB B

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

Call to order Mayor Phillip
And roll call Council Mem

Mayor Phillips, Council Member Svendsen, Council Member McGuire,

ll call Council Member Murry, Council Member Hanson & Council Member Kemmer.

PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether 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, July 6, 2021 City Council Meeting
- Payment Approval List for Warrant Registers 60293-60326 & 88354-88411 for \$311,714.12
 - AB 21-39 Resolution 2021-04 Six Year Transportation Plan PUBLIC HEARING- TAB D
 - AB 21-40 Resolution 2021-05 for the Capital Facilities Plan PUBLIC HEARING TAB E
 - AB 21-41 Contract with Systems Interface for Repair and Maintenance Services TAB F

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB G

- Parks, Streets and Drainage Report for June 2021
- Water Department Report for June 2021
- Wastewater Report for June 2021
- Comment from the public on bike lanes

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.

August 2, 2021, August 16, 2021 & September 7, 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.

City of Long Beach

Hybrid Council Meeting Rules for attending in person

The City of Long Beach wants to ensure a safe and open environment for the public to have access to the City Council Meetings. As such, the following rules apply:

Covid-19 Vaccinated people are not required to wear masks or social distance inside the council chambers.

Covid-19 Unvaccinated people are still required to wear a mask and distance inside the council chambers.

These guidelines are based on Washington Department of Health guidelines that are attached.

From Washington State Department of Health

Frequently Asked Questions

Reopening

What happens on June 30 or when we hit 70%?

The state will be open for business and recreation, and people who are vaccinated can go along with their regular lives for the most part. Unvaccinated people will need to continue wearing masks indoors. Most sectors get to operate as they did in January of 2020, with the caveat that they're following workplace safety requirements (which come from LNI). Restaurants, bars, bowling alleys, and grocery stores are going to be fully open. With the exception of large indoor events like sports, concerts, and conventions, there will be no capacity or occupancy limits. DOH recommends that you keep watching your distance, wearing your mask, and washing your hands.

Will unvaccinated people still have to wear masks?

The Secretary of Health's mask order remains in place, which means that unvaccinated people need to continue to mask in public. This helps protect not only those who are unvaccinated, but also vulnerable children who are not yet able to be vaccinated and others with auto-immune or other conditions that prevent them from being vaccinated.

<u>Can businesses still require people to wear masks even though the</u> restrictions will be lifted?

Yes, counties and businesses can be more strict and enforce masking, distancing and handwashing, etc. – whatever is appropriate in those spaces. That's why the DOH mantra is "Respect the Rules of the Room you're in."

TAB - A



CITY COUNCIL WORKSHOP BILL

WS 21-13

Meeting Date: July 19, 2021

AGENDA ITEM INFORMATION				
SUBJECT: Zoning		Originator:		
Updates – Please read	Mayor			
	City Council			
the attached comments	City Administrator			
	City Attorney			
	City Clerk			
	City Engineer			
	Community Development Director	AS		
	Events Coordinator			
	Fire Chief			
	Police Chief			
	Streets/Parks/Drainage Supervisor			
COST: N/A	Water/Wastewater Supervisor			
SUMMARY STATEMENT: Discuss various zoning code updates.				

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 does not necessitate the Council allowing public comment. If the Mayor and Council request more information or clarification, they may seek input from the audience.

12-11-5: RECREATIONAL VEHICLES AND EQUIPMENT, CAMPING:

- A. Parking And Storage: For purposes of these regulations, "major recreational equipment" is defined as including boats and boat trailers, recreational vehicles (RVs) and the like, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not. All such equipment shall be stored in rear yards away from street side view or along the side yards. No major recreational equipment shall be parked or stored on any lot except in a carport or enclosed building or behind the nearest portion of a building to a street; provided, however, that such equipment may be parked anywhere on residential premises for periods not to exceed twenty four (24) hours during loading or unloading. Recreational vehicles that are parked or stored within view of the street or on a vacant lot shall be considered occupied, for purposes of subsection B of this section. No major recreational equipment shall be parked or stored on any street or way, whether public or private. (Ord. 849, 8-17-2009)
- B. Camping And Use Of RVs: No person shall park and occupy a recreational vehicle (RV) nor shall camp, except:
 - 1. At a duly licensed RV park or campground.
- 2. As a guest of a resident, and then only upon private property, and for a period not to exceed fifteen (15) continuous days, or thirty (30) days total in a calendar year.
- 3. On private property by the owner for his own use, but not to exceed sixty (60) days in a calendar year. An RV stored on an otherwise vacant lot shall be considered occupied for purposes of this section. An RV connected to water and/or sewer shall also be considered occupied.
- 4. No more than two (2) RVs may be used on a lot that is not an RV park. Such RVs may be placed upon a lot for not more than sixty (60) days' total use per year. Each day of use of each RV shall be counted as a day of use. Parking and use of more than two (2) RVs on a lot may be permitted by the City Council upon an application to the City Council for a special use permit.
- 5. Occupancy of a trailer or other recreational equipment not designed to be temporary living accommodations is not permitted. Occupancy of a boat regardless of whether such vessel contains living accommodations is not permitted.
- 6. Occupancy of an RV as a manager's unit shall only be permitted in a licensed RV park or campground.
- 7. Parking of all vehicles at a site, including one or more RVs must comport to the requirements of chapter 12 of this title.
- C. Camping On Public Property Prohibited: It is unlawful and an infraction for any person to camp on any City owned or City controlled property, any public park, or any public right-of- way. (Ord. 912, 8-3-2015)



Comment to the Planning Commission and Planning Director son The Rivinal Update of The city code:

To whom IT may concern:

IN The desinition chapter 05 The Zaming Ordinance the word Accessory 15 clesmed. Partos That clasin, Tion reachs, "Ause, a building or structure, or part of a building or STructure which is Subordinate To and incidental To the main building & Structure or use on The some Lot , including a private garage with The words "subord, nate" and incidental" one would think a garage or storage Shed would only be permitted 15 it was smaller

Than the main house, However recently a very large 100 Story high RU garage (33'x24' x24' 4" Migh) was approved on a "RIR" zoned LOT with a very small one Story house. It Looks Total out of propertion and is NOT IN The Spirit 05 the intent of The "RIR" zone which in partreads, "The INTENT OF The RIK Single-Family Residental Restricted DISTRICT ,5 To provid for Low dons, Ta single-samily residental nieghborhodols That enhance and contribute To an alomosphere of early twentieth century beach architectural clesign (12-5B-1) However 15 you LOOK at the Standard \$552c Trons 05 The "R" zones (RI, RIR, RZ, R3) you can see why This

permit could have been allowed. In The standards Sections IT says The mininum duelling unitsize will be 410 square 52RT (Sq. ST.) but it also says an accessery building 5122 can be 800 Sq. ST. on 15 toTal Sloor area or 10% of The total Lot area bubicheur 15 Larger but in No case about 1200 59.51. To Tail Sloor area, There-Fore you can have a very Small Louge, 410 sq. ST. with a very large garage That could be up to Three Stories high (35") with a minimum of 800 Sq. ST. Floor over and depending on the LOT SIZE up To 1200 59.5% Sloon area. In order to NOT have the Type of approval That has recently happen, happen againg I would

Suggest that wording be adoled to The Zoning Ordinance to Size accessory buildings in relationship to The Size of the main building Language Some Thing Language

will The aggregate coilection of accessory structures be more Than 60% of The volume of the main Structure and the accessory structure(s) shall be the same of sloors high or less sloors high Then The main structure.

Language such as
This would truly make
accessory structures
"Susorchinate To and incidental
To" The main structure
Not only in use but in
Size as well. It would

INSUPE That The main STructure 15 not dwarfed by The accessory structure. IT would contribute to The intent of "early twent, eth 1 beach architectural design" This Language could be incorporated in section 12-4-5 15 The planning Commission washes to have IT apply to all zones or courd be incorporated in The STUNDOWNORS SECTION of each zone That The Commission Sercs it would be appropriate. As time has gone by inconsiderate property owners have sound Loopholes in the city code, the city has added specific larguage to not have These problams happen again. The oney way I can see To curta, L'This



cat and mouse game

15 To have The city insist

on its reasonable interpretation

05 The Themes and intent

outlined in its planning

Ordinances, other wise the

City will always be one

Step behind.

Thank you Sor your consideration in This matter.

MIKE OIHARA
701 N. BLUL
P.O. Box 957
Long Beach, WA.

michael Holen

June 9, 2021

Planning Director and Planning Commission City of Long Beach 115 Bolstad Ave West Long Beach WA 98631

To Whom It May Concern:

During the Comprehensive Plan update meetings, it was outlined that there was a need to address homelessness, lack of affordable housing, lack of long term rental opportunities, and the need to protect and revitalize residential neighborhoods. In Ordinance 981 (The Comprehensive Plan 2020-2040) this is somewhat addressed in Chapter 3, LAND USE ELEMENT, and Chapter 4, HOUSING ELEMENT. However, in the Goals and Strategies sections of these chapters it does not outline these needs in definitive statements. Therefore, I believe it would be in the community's best interest to add a new goal and strategy section in the HOUSING ELEMENT chapter that would read something like this:

Protect Residential Neighborhoods

- **Goal 4.4** Ensure that the long term residential character of neighborhoods is protected and maintained.
- **Strategy 4.4.A** Continue to evaluate zoning to ensure an adequate supply of affordable housing and long term rental opportunities.
- **Strategy 4.4.B** Continue to evaluate zoning to ensure the extent, character, and integrity of residential neighborhoods.

The recent events of increases in housing costs, homes being acquired by outside investors to use strictly as vacation rentals, "S2" zoned property continually being converted to vacation rentals as a conditional use, and requests for zoning amendments that dimmish the amount of long term residential property further emphasizes the need for clearer language incorporated in the Comprehensive Plan to clarify the community's desire to protect residential neighborhoods.

Sincerely,

Michael O'Hara

701 North Ocean Beach Blvd North

michall &h~

PO Box 957

Long Beach WA 98631

TAB - B



CITY COUNCIL WORKSHOP BILL

WS 21-14

Meeting Date: July 19, 2021

SUBJECT: Fireworks		Originator:
Discussion	Mayor	JP
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	

SUMMARY STATEMENT: Discussion on firework sales, discharge days and the future of the city's firework show.

- Days allowed for firework discharge June 2, 3 and 4.
- Days allowed for firework sales June 2, 3 and 4.
- Possibility of banning fireworks due to weather conditions with approval of Mayor, Fire and Police Chief.
- Possibility of banning personal fireworks.
 The City would increase the public show in combination with private donations.

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 does not necessitate the Council allowing public comment. If the Mayor and Council request more information or clarification, they may seek input from the audience.



FIRE PROTECTION BUREAU – PREVENTION DIVISION PO Box 42642

Olympia WA 98504-2642 (360) 596-3946 FAX: (360) 596-3934 E-Mail: Fireworks@wsp.wa.gov



Fireworks Sales, Usage, Bans, or Restricted Sales/Use for the Independence Day and New Year's Day Holiday Periods

State Fireworks Law RCW 70.77.395

Holiday	Date	Sales Period	Discharge Period	
	June 28	12 p.m. to 11 p.m.	12 p.m. to 11 p.m.	
Independence Day	June 29 to July 3	9 a.m. to 11 p.m. 9 a.m. to 11 p.m.		
4th of July	July 4	9 a.m. to 11 p.m.	to 11 p.m. 9 a.m. to 12 a.m. midnig	
	July 5	9 a.m. to 9 p.m.	9 a.m. to 11 p.m.	
	December 27 to 30	12 p.m. to 11 p.m.	No Discharge	
New Year's Day	December 31	12 p.m. to 11 p.m.	6 p.m. to 12 a.m. midnight	
	January 1	No Sales	12 a.m. midnight to 1 a.m.	

Cities and Counties with Bans and Restrictions

Cities and counties may have more restrictive fireworks laws or ordinances. Contact your local police or fire department to inquire about local rules, ordinances, and laws before purchasing or using fireworks.

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 does not necessitate the Council allowing public comment. If the Mayor and Council request more information or clarification, they may seek input from the audience.

TAB - C

LONG BEACH CITY COUNCIL MEETING

(Remotely Held Meeting)

July 6, 2021

6:30 COUNCIL WORKSHOP

C. Svendsen, C. Murry, C. Kemmer and Mayor Phillips were in attendance remotely. C. McGuire was absent.

WS-21-12- Comprehensive Plan and Zoning Code Amendments
Ariel Smith, Community Development Director, presented the workshop bill. The purpose of this workshop is to discuss various zoning code updates.

• No decisions or motions were made at this time.

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. Murry, and C. Kemmer were in attendance remotely. C. McGuire was absent.

PUBLIC COMMENT

No comments

CONSENT AGENDA

Minutes, June 21, 2021 City Council Meeting and the June 28, 2021 Special Meeting Payment Approval List for Warrant Registers 60267-60292 & 88298-88353 for \$232,701.53

C. Kemmer made the motion to approve the Consent Agenda. C. Svendsen seconded the motion; 3 Ayes; 1 Absent (C. McGuire), motion passed.

BUSINESS

AB 21-36 – Ordinance 996 Removing the Trolley from the Fee Schedule

David Glasson, City Administrator, presented the Agenda Bill. The trolley has been sold to Pacific Transit. There is no need to list the trolley fees in the city code anymore as the city does not plan to purchase another.

C. Svendsen made the motion to approve Ordinance 996 removing the trolley fees from the city come. C. Murry seconded the motion; 3 Ayes; 1 Absent (C. McGuire), motion passed.



Warrant Register

Check Periods: 2021 - July - 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	
0293	Rell Helen	70000))))
0294	Binion, Jacob M	7/2/2021		\$2.072.59
<u>0295</u>	Booi, Kristopher A	7/2/2021		\$1.850.51
<u>0296</u>	Cline, Kevin M	7/2/2021		\$266.21
0297	Cox, Mallory E	7/2/2021		\$597.24
0298	Goulter, John R	7/2/2021		\$2.110.48
0299	Hermens, Jessie R	7/2/2021		\$1,470.01
0300	Huff, Timothy M	7/2/2021		\$1,827.68
0301	Kaino, Kris A	7/2/2021		\$1,013.02
0303	Kemmer, Holli L	7/2/2021		\$266.21
0304	Luethe Paul J	7/2/2021		\$7,508.52
<u> </u>	McGuire, Tina M	7/2/2021		\$266.21
0306	Murry, Del R	7/2/2021		\$266.21
<u>0307</u>	Padgett, Timothy J	7/2/2021		\$1,474.95
<u>0308</u>	Quittner, Jonathan H	7/2/2021		\$1,135.93
<u>0309</u>	Skinner, Gary D	7/2/2021		\$924.66
0310	Svendsen, Sue M	7/2/2021		\$266.21
0311	Wright, Flint R	7/2/2021		\$2,935.01
0312	Zuern, Donald D	7/2/2021		\$2,439.04
)314)314	Association of WA Cities	7/2/2021		\$535.44
0315	Awc - ST & Life	-1		\$781.72
031 <u>0</u> 0317	City of LB Retirement Payback			\$50.77
<u>0318</u>	City of Long Beach - FICA	7/2/2021		\$15,075.56
<u>0319</u>	Council Gift Fund	7/2/2021		\$60.00
0320 0321	Dept of Labor & Industries	7/2/2021		\$1,953.73
	Dept of Netherlie Dysterns	72/2021		\$16,783.76

~	
(D	
O	
=	
₩.	
0	
=	
_	
- 1	
\neg	
me:	
\rightarrow	
_	
ന	
യ	
S	
œ	
o	
0	
≅	
=	
_	
S	

	olone on 7/1/ John to the	Printed by CI B1\L	Execution Time: 9 Second(s)
*:000:1			Evocution Topics
\$1 635 74	1710/2021		
\$200,000	7/16/2021	Public Utility District 2	4
	//16/2021	, 100,000 a, 100)	88304
\$1.270.00	11 101202	Prestagard Day	00393
\$1,000.00	7/16/2021	rowell, Seller & Co., P.S	
9 1 00 00	7/16/2021	Cicyal, Willian	88397
\$2.272.00	1710/2021	Penovar William	88391
\$14,708.33	7/16/2021	Penoyar, Joel	20290
17.70C¢	7/16/2021	Peninsula Visitors Bureau	88300
\$ 5, 170.01	7/16/2021	racilic Office Automation	88389
\$10 149 04	//16/2021	Profits Office Automitic	88388
\$39.00	7/10/2021	Pacific County Sheriffs	88387
\$1,550.48	7/18/2021	Pacific County Auditor	00000
\$0.11	7/16/2021	Oman & Son Builders	
90 11	7/16/2021	Long beach Fliarmacy	88385
\$178.70	1702/01/1	I one Beach Dharmon	<u>88384</u>
\$326.93	7/1/2/2/2/2	L.N. Curtis & Sons	88383
\$14,703.13	7/16/2021	Iron Mountain	80000
61/ 700 10	7/16/2021	I. C. TOWLEX	88382
\$14 133 23	//16/2021		88381
\$1,300.00	7/10/2021	Grav & Oshorne	88380
\$326.78	7/18/2021	Goulter, Allen J III	003/8
#0,000.co	7/16/2021	Fastenal Company	88370
\$5 050 00	7/16/2021	Evergleen Septicing	88378
\$1,079.13	1/10/2021	Evergreen Septic Inc	88377
\$244.76	7/16/2021	Englund Marine Supply	883/6
\$00,04Z.9U	7/16/2021	Emerald Services, Inc.	00070
*88 843 00	7/16/2021	рергог союду	88775
\$180.00	7716/2027	Dopt of Flooring From	88374
\$448.59	7/10/2021	CresComm Wifi 11 C	88373
\$1,402.72	7/16/2021	Chinook Observer	883/2
\$7,020.31	7/16/2021	CenturyLink	2007
\$7 026 54	7/16/2021	Cascade Recreation, Inc	88371
\$5 A03 35	7/16/2021	Cascade Fire Equipment	88370
\$347.56	//16/2021		88369
\$213.00	7/16/2021	Cascade Columbia Distribution CO	88368
\$33.26	2/46/2021	BSK Associates	88367
\$1,331.34	7/16/2021	Bonney, Matt	88366
\$34.99	7/16/2021	Bishop Red Rock	88365
\$1,637.10	7/16/2021	Bell, Helen	2222
€ 001./0	7/16/2021	Belcorp LLC	88364
#5000.1-	7/16/2021	Bailey's Saw Shop	20000
\$1 A80 11	7/16/2021	Astoria Janitor & Paper Supply	88362
\$59.46	7/16/2021	Aligas OSA EEC	88361
\$191.05	7/16/2021	Airgo HSA LLO	88360
\$90.00	//16/2021	Active Enterprises Inc.	88359
\$8,666.19	7/12/2021	A WorkSAFE Service Inc	88358
\$58.75	7/12/2021	Dennis Company	88357
\$200.00	7/9/2021	Padgett, Tim	88356
\$3,021.20	7/9/2021	Prestegard, Ray	00000
9n 900 00	7/7/2021	Bulldog Trailer Sales	00304
6.00	7/2/2021	WEX Health, Inc.	00200
200.00	7/2/2021	reamsters Local #58	E0326
\$525.00	7/2/2021	Wassmutual Retirement Services	60325
\$245.31	7/2/2021	Employment Security Dept	60324
\$3.223.33	7/2/2021	Employment Specific Dystems Det Comp	60323
		Don't of Detionant o	60322

	88396 88396 88397 88399 88400 88401 88402 88406 88406 88406 88408 88409 88410	88395
	Quill Corporation Sea Western Fire Sid's Market Stripe Rite Thomas, Joseph & Deborah Total Battery & Auto Traffic Safety Supply Co. U. S. Bank Equipment Finance Usa Blue Book Visa Vision Municipal Solutions WABO Waterhouse Environmental Services Corp. WEX Health, Inc. Wirkkala Construction	0
Total Check Grand Total	7/16/2021 7/16/2021 7/16/2021 7/16/2021 7/16/2021 7/16/2021 7/16/2021 7/16/2021 7/16/2021 7/16/2021 7/16/2021 7/16/2021 7/16/2021 7/16/2021 7/16/2021 7/16/2021	1. 800 5160
\$311,714.12 \$311,714.12	\$844.89 \$155.08 \$881.45 \$51.88 \$4,600.00 \$10.42 \$211.50 \$191.54 \$599.43 \$1,401.69 \$1,445.95 \$677.37 \$50.00 \$11,105.20 \$1,795.66 \$8,351.28	

TAB - D



CITY COUNCIL AGENDA BILL AB 21-39

Meeting Date: July 19, 2021

SUBJECT: PUBLIC		Originator:
HEARING Resolution	Mayor	
	City Council	
2021-04 – Six-year	City Administrator	DG
Transportation	City Attorney	
Improvement Plan	City Clerk	-
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	

SUMMARY STATEMENT: RCW 35.77.010 requires Cities to adopt a "Six Year Street and Arterial Street Plan" each year. This is the updated Resolution for 2022.

RECOMMENDED ACTION: Adopt Resolution 2021-04 approving the sixyear transportation improvement plan 2022-2027.

RESOLUTION 2021-04

WHEREAS, pursuant to the requirements of Section 35.77.010 of the Revised Code of Washington, the City of Long Beach, Washington did prepare a revised comprehensive street and arterial street program for the ensuing six years; and,

WHEREAS, pursuant to said RCW, the City Council of the City of Long Beach, did hold a public hearing on July 19, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, that the Six Year Street and Arterial Street Plan, as attached to this Resolution, is hereby adopted and that a copy of said plan shall be filed with the Department of Transportation. Further this resolution amends all resolutions in conflict herewith.

Adopted this 19th Day of July, 2021.

AYES	NAYS	ABSENT
		Jerry Phillips, Mayor
		Jerry 1 mmps, Mayor
ATTEST:		
Jessie Hermens, City	Clerk	
sessie memons, en	CICIR	

City of Long Beach SIX YEAR TRANSPORTATION IMPROVEMENT PLAN

YEAR	STREET	<u>ESTIMA</u>	TED COST
2022	9th Street N - East end to Washington	\$	46,000
	7 th Street N - East end to Washington	\$	46,000
	18 th Street S – Ocean Beach to California	\$	46,000
	16 th Street S – Ocean Beach to California	\$	46,000
2023	Washington - Pioneer to 26 th N.	\$	155,000
	5 th Street N – East end to Washington	\$	46,000
	4 th Street N - Oregon to Washington	\$	46,000
	4 th Street S - Oregon to Washington	\$	46,000
	11th Street S – Ocean Beach to California	\$	46,000
2024	15 th Street S Pacific to California	\$	46,000
	11 th Street S - Idaho to Washington	\$	46,000
	17 th Street S - Idaho to Washington	\$	46,000
	Shoreview - 14 th N to 16 th N	\$	70,000
	Oregon - 10 th N to 13 th N	\$	100,000
2025	28 th St N – Pacific to Sea Crest	\$	252,000
	Washington - 20 th N. to Sid Snyder*	\$	688,200
	5 th N - East end to West end	\$	229,000
	15 th S – California to Pacific	\$	46,000
	22 nd N –Ocean Beach to Pacific	\$	46,000
	26 th N – Washington to Pacific	\$	46,000
	23 rd N – Washington to Pacific	\$	46,000
2026	15 th S - California to Ocean Beach	\$	46,000
	25 th N – Washington to Pacific	\$	46,000
	24 th N – Washington to Pacific	\$	46,000
	8 th S – Oregon to Pacific	\$	117,000
	26th N – Pacific to Breakers	\$	40,000
	7 th S – Oregon to Pacific	\$	40,000
	3 rd S – Oregon to Pacific	\$	40,000
2027	condat. W. 1:	*	46.000
2027	22 nd N – Washington to Pacific	\$	46,000
	Ocean Beach - 16 th N to 26 th N	\$	384,000

^{*} Denotes majority funding from outside agency.

TAB - E



CITY COUNCIL AGENDA BILL

AB 20-40

Meeting Date: July 19, 2021

AGENDA ITEM INFORMATION				
SUBJECT: PUBLIC		Originator:		
HEARING Resolution	Mayor			
	City Council			
2021-05 approving the	City Administrator			
2022-2027 Capital	City Attorney			
Facilities Plan for the	City Clerk			
	City Engineer			
City of Long Beach	Community Development Director	AS		
	Fire Chief			
	Police Chief			
	Streets/Parks/Drainage Supervisor			
COST:	Water/Wastewater Supervisor			
	Other: Tourism & Events Coordinator			

SUMMARY STATEMENT: City staff, along with the Mayor have put together a 6-year plan outlining infrastructure needs. This plan covers the estimated potential cost, the year in which it should be replaced and the possible funding source. This plan serves as a guideline for upcoming projects.

RECOMMENDED ACTION: To approve resolution 2021-05 establishing a Capital Facilities Plan for the city.

RESOLUTION NO. 2021-05

A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON, ADOPTING THE SIX-YEAR CAPITAL FACILITIES PLAN FOR THE PERIOD 2022 through 2027

WHEREAS, capital facilities plans are helpful in planning for capital expenditures and for the construction of public facilities; and

WHEREAS, capital facilities plans aid cities in developing the needed financing for capital expenditures and the construction of public facilities, and in the application for grants and loans from state and federal programs; and

WHEREAS, it is the intention of the City Council to revise the Six-Year Capital Facilities Plan on an annual basis and ensure it agrees with other related plans; and

WHEREAS, the City Council did hold a public hearing on the review of the 2021–2026 Capital Facilities Plan on the 19th day of July 2021; and

WHEREAS, all comments to the 2022–2027 Capital Facilities Plan for capital expenditures and construction of public facilities within its jurisdictional boundaries were considered.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, DOES RESOLVE AS FOLLOWS:

The City Council of the City of Long Beach, Washington, approves and adopts the revised and extended Six-Year Capital Facilities Plan for the ensuing six calendar years for the period 2022 through 2027 referenced as Exhibit A and to be updated annually.

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.

PASSED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 19TH DAY OF JULY 2021

110 11121(110		SERIOL TIME 17	DITT OF GULT 2021.
AYES	NAYS	ABSENT	
ATTEST:			Jerry Phillips, Mayor
Jessie Hermens	, City Clerk		

Resolution 2021-05 Page 1 of 3

A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON, ADOPTING THE SIX-YEAR CAPITAL FACILITIES PLAN FOR THE PERIOD 2022 through 2027

EXHIBIT A

EXHIBIT A		,	r
PROJECT/ITEM	COST	FUNDING YEAR	SOURCE FOR FUNDS
PARKS			
Rebuild Boardwalk	\$ 2,800,000	2022	RCO / Lodging Taxes
Skate Park	\$ 400,000	2022	Private Funding
STREETS			
N Ocean Beach Blvd from 16th to 26th (Asphalt/Sidewalks/Storm Drainage)	\$ 335,000	2024	Transportation Improvement Board, Property Taxes, Stormwater
Post Office Oregon (Asphalt/Sidewalks/Storm Drainage)	\$ 60,000	2023	Transportation Improvement Board, Property Taxes, Stormwater
60 New Light poles	\$ 180,000	2022	Property Taxes, Capital Improvements
STORMWATER			
11th South Improvements	\$20,000	2022	City Funds
WASTEWATER			
Collection System – Oregon Ave N from 17 th St NE to 12 th St NE	\$1,280,000	2025	SRF/PWTF
Collection System – Oregon Ave N from 12 th St NE to 6 th St NE	\$1,350,000	2025	SRF/PWTF
Station 1- McDonalds	\$ 421,000	2025	City Funds
Main Lift – Stations 2&5	\$ 569,000	2023-2025	City Funds

loans / City funds		1		
Main Lift Pump Stations S 141,000 2028 City Funds Wastewater Plant Influent Sampler, HMI and PLC Replacement Aeration Basin and Secondary Clarifier Improvements Flow Meter Effluent Sampler and Aerobic Digester Replacement WATER Distribution System Seaview System Upgrade Long Beach System Upgrade Backwash Basin Improvements Remote Read Meters (Long Beach/Seaview) Meter purchase S 141,000 2028 City Funds City Funds City Funds City Funds Distribution System S274,000 2024 City Funds City Funds Distribution System S200,000 2027 City Funds DOE/PWTF Low interest loans / City funds		\$ 193,000	2023	City Funds
Wastewater Plant Influent Sampler, HMI and PLC Replacement Aeration Basin and Secondary Clarifier Improvements Flow Meter Effluent Sampler and Aerobic Digester Replacement WATER Distribution System Seaview System Upgrade Long Beach System Upgrade Backwash Basin Improvements Remote Read Meters (Long Beach/Seaview) Meter (Long Beach/Seaview) Meter (Long Beach/Seaview) Meter (Long Beach/Seaview) Meter (Long Service) (Lity Funds (Lity F	Stations 3 & 4	\$ 1,072,000	2026	City Funds
Influent Sampler, HMI and PLC Replacement Aeration Basin and Secondary Clarifier Improvements Flow Meter Effluent Sampler and Aerobic Digester Replacement WATER Distribution System Seaview System Upgrade Seaview Seavi	Main Lift Pump Stations	\$ 141,000	2028	City Funds
Influent Sampler, HMI and PLC Replacement Aeration Basin and Secondary Clarifier Improvements Flow Meter Effluent Sampler and Aerobic Digester Replacement WATER Distribution System Seaview System Upgrade Seaview Seavi				
PLC Replacement Aeration Basin and Secondary Clarifier Improvements Flow Meter Effluent Sampler and Aerobic Digester Replacement WATER Distribution System Seaview System Upgrade Long Beach System Upgrade Backwash Basin Improvements Remote Read Meters (Long Beach/Seaview) Meter purchase Selview System Upgrade \$213,200 2024 City Funds City Funds DOE/PWTF Low interest loans / City funds	Wastewater Plant			
PLC Replacement Aeration Basin and Secondary Clarifier Improvements Flow Meter Effluent Sampler and Aerobic Digester Replacement WATER Distribution System Seaview System Upgrade Long Beach System Upgrade Backwash Basin Improvements Remote Read Meters (Long Beach/Seaview) Meter purchase Selview System Upgrade \$213,200 2024 City Funds City Funds DOE/PWTF Low interest loans / City funds	Influent Sampler, HMI and	\$274,000	2022	City Funds
Secondary Clarifier Improvements Flow Meter Effluent Sampler and Aerobic Digester Replacement WATER Distribution System Seaview System Upgrade Long Beach System Upgrade Backwash Basin Improvements Remote Read Meters (Long Beach/Seaview) Meter purchase S195,600 2027 City Funds DOE/PWTF Low interest loans / City funds DOE/PWTF Low interest loans / City funds	PLC Replacement			•
Improvements Flow Meter Effluent Sampler and Aerobic Digester Replacement WATER Distribution System Seaview System Upgrade Long Beach System Upgrade Sackwash Basin Improvements Remote Read Meters (Long Beach/Seaview) Meter purchase Sampler S195,600 2027 City Funds DOE/PWTF Low interest loans / City funds DOE/PWTF Low interest loans / City funds City funds City funds City funds City funds City funds	Aeration Basin and	\$213,200	2024	City Funds
Flow Meter Effluent Sampler and Aerobic Digester Replacement WATER Distribution System Seaview System Upgrade Long Beach System Upgrade Backwash Basin Improvements Remote Read Meters (Long Beach/Seaview) Meter purchase S195,600 2027 City Funds DOE/PWTF Low interest loans / City funds	•			
and Aerobic Digester Replacement WATER Distribution System Seaview System Upgrade Seaview	_			
Replacement WATER Distribution System Seaview System Upgrade Source Successful Successful System Upgrade Source Successful Successful System Upgrade Source Successful S		\$195,600	2027	City Funds
WATER Distribution System Seaview System Upgrade Long Beach System Upgrade South South System Upgrade South Subject System Upgrade South Subject Subject System Upgrade South Subject	· ·			
Distribution System Seaview System Upgrade Source System Upgrade Long Beach System Upgrade Source System Upgrade Source System Upgrade Source Subject Subjec	Replacement			
Distribution System Seaview System Upgrade Source System Upgrade Long Beach System Upgrade Source System Upgrade Source System Upgrade Source Subject Subjec				
Seaview System Upgrade Long Beach System Upgrade \$ 500,000 \$ 500,000 City funds Backwash Basin Improvements Remote Read Meters (Long Beach/Seaview) Meter purchase \$ 2,500,000 2024 DOE/PWTF Low interest loans / City funds City funds City funds City funds City funds	WATER			
Seaview System Upgrade Long Beach System Upgrade \$ 500,000 \$ 500,000 City funds Backwash Basin Improvements Remote Read Meters (Long Beach/Seaview) Meter purchase \$ 2,500,000 2024 DOE/PWTF Low interest loans / City funds City funds City funds City funds City funds				
Seaview System Upgrade Long Beach System Upgrade \$ 500,000 \$ 500,000 City funds Backwash Basin Improvements Remote Read Meters (Long Beach/Seaview) Meter purchase \$ 2,500,000 2024 DOE/PWTF Low interest loans / City funds City funds City funds City funds City funds				
Long Beach System Upgrade \$ 500,000 2024 DOE/PWTF Low interest loans / City funds Backwash Basin \$79,000 2023 City funds Improvements \$200,000 2022 City funds Beach/Seaview) Meter purchase	Distribution System			
Long Beach System Upgrade \$ 500,000 2024 DOE/PWTF Low interest loans / City funds Backwash Basin \$79,000 2023 City funds Improvements \$200,000 2022 City funds Beach/Seaview) Meter purchase	Seaview System Upgrade	\$2,500,000	2028	DOE/PWTF Low interest
Backwash Basin \$79,000 2023 City funds Improvements Remote Read Meters (Long Beach/Seaview) Meter purchase S79,000 2022 City funds				loans / City funds
Backwash Basin \$79,000 2023 City funds Improvements Remote Read Meters (Long Beach/Seaview) Meter purchase \$200,000 2022 City funds	Long Beach System Upgrade	\$ 500,000	2024	DOE/PWTF Low interest
Improvements Remote Read Meters (Long S200,000 2022 City funds Beach/Seaview) Meter purchase				loans / City funds
Remote Read Meters (Long S200,000 2022 City funds purchase		\$79,000	2023	City funds
Beach/Seaview) Meter purchase			liga -	
purchase	` 0	\$200,000	2022	City funds
•				
		\$2,186,000	2025	USDA/SRF

TAB - F



CITY COUNCIL AGENDA BILL

AB 21-41

Meeting Date: July 19, 2021

AGENDA ITEM INFORMATION				
SUBJECT: Agreement	Originator:			
with Systems Interface for Repairs and Maintenance Services as for the Wastewater Department	Mayor City Council City Administrator City Attorney City Clerk City Engineer Community Development Director Finance Director Fire Chief Police Chief Streets/Parks/Drainage Supervisor	DG		
COST : \$20,000	Water/Wastewater Supervisor Other:			

SUMMARY STATEMENT: The wastewater department requested this contract to help with telemetry repair and maintenance.

RECOMMENDED ACTION: Authorize Mayor Phillips to execute the agreement.

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LONG BEACH AND SYSTEMS INTERFACE INC. FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into Pacific County, Washington, by and between **City of Long Beach**, hereinafter called the "**City**," and **Systems Interface Inc.**, aWashington corporation, hereinafter called the "**Consultant**."

WHEREAS, the Consultant has represented, and by entering into this Agreement, now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with engineering services for the Annual Contract for Telemetry Repair and Maintenance as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is set out in the attached "City of Long Beach Annual Contract for Telemetry Repair and Maintenance", hereinafter referred to as the "Scope of Services," Attachment A. All services and materials necessary to accomplish the tasks outlined in Attachment A shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

3.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with the project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered extra work and will be specified in a written supplement to the scope of

services, to be signed by both parties, which will set forth the nature and the scope thereof. Work under a supplemental agreement shall not proceed until this supplement is executed in writing by both parties.

3.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

- **3.3 TIME OF PERFORMANCE.** The Consultant shall be authorized to begin under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work by December 31st, 2021, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.
- **3.4 NONASSIGNABLE.** The services to be provided by the consultant shall not be assigned or subcontracted without the express written consent of the City.
- **3.5 EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

3.6 INDEMNITY.

- a. The Engineer will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgements and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Engineer in performance of Engineer's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Engineer or other person and all property owned or claimed by the City, the Engineer, or affiliate of the engineer, or any other person.
- **b.** Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury

- to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.
- **c.** The provisions of this section shall survive the expiration or termination of this agreement.

3.7 INSURANCE.

- a. Minimum Limits of Insurance. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall as set forth below name the City as an additional insured with respect to all coverage except professional liability insurance. The minimum insurance requirements shall be as follows:
 - 1. <u>Comprehensive General Liability.</u> \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage;
 - 2. <u>Automobile Liability.</u> \$300,000 combined single limit per accident for bodily injury and property damage;
 - **3.** <u>Workers' Compensation.</u> Workers' compensation limits as required by the Workers' Compensation Act of Washington;
 - **4.** <u>Consultant's Errors and Omissions Liability.</u> \$1,000,000 per occurrence and as an annual aggregate.

b. Endorsement.

- Notice. Each insurance policy shall be endorsed to state that coverage shallnot be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, and has been given to the City.
- 2. Additional Insured Endorsement. General Liability Insurance must state that the City of Long Beach, it's officers, agents and employees will be specifically named additional insured(s) for all coverage provided by this policy with respect to all coverage of insurance except professional liability insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "City of Long Beach, Its Officers, Agents and Employees Are Named As Additional Insured."
- c. Primary Insurance. The policy shall be endorsed, and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or selfinsurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.
- d. Additional Insured. The policy shall be endorsed, and the certificate shall reflect that the City is an additional named insured on the Consultant's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the Consultant's liability.
- e. Verification of Coverage. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. The Consultant shall not occupy, nor shall the Consultant allow any other persons and/or personal property on City property until a Certificate of Insurance, meeting the requirements set forth herein, has been filed and approved by the City. Upon request, the Consultant shall forward to the City the original policy, or endorsement obtained, to the Consultant's

- policy currently in force.
- f. Additional Provisions. Failure of the Consultant to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the City's discretion.
 - Providing coverage in the amounts listed shall not be construed to relieve the Consultant from liability in excess of such amounts.

3.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL

EMPLOYEMENT LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

- **3.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.
- **3.10 AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.
- **3.11 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation; breach or enforcement of this agreement shall be in King County Superior Court.
- **3.12 INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

ARTILE IV. OBLIGATIONS OF THE CITY

4.1 PAYMENTS. The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$20,000. In the event the City elects to expand the scope of services from that set forth in Attachment A, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

- a) Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.
- b) The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.
- **4.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

ARTICLE V. GENERAL

5.1. NOTICES. Notices to the City shall be sent to the following address:

City of Long Beach City Hall 115 Bolstad Avenue West Long Beach, WA 98631

Notices to the Consultant shall be sent to the following address:

Systems Interface Inc. 10802 47th Ave W Mukilteo, WA 98275

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

5.2 TERMINATION. The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs based upon time and the consultant's current schedule of hourly rates as the work completed at the time of termination.

- **5.3 DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation. Venue for any litigation shall be in pacific County Superior Court. The prevailing party may be awarded their costs and attorney fees at the discretion of the Court.
- **5.4 NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this	day of	, 2021.
City of Long Beach		CONSULTANT, Systems Interface, Inc.
Ву		Ву
Attest		Its

Parks - Streets - Stormwater June Monthly Report

Monthly

Safety Meetings

Bi-Monthly

Staff Meetings

Fridays

Street Sweeping

Backpack blowing around the planter's sidewalks and brick parks.

Thursdays

Boardwalk and Dune trail

Daily

Restroom maintenance Garbage maintenance

Festivals / Events /set up and tear down.

Beach Run Softball tournament

- 1. Pressure washed and painted the beach pavilion.
- 2. Removed the gazebo.
- 3. Catch basin cleaning done by Pro Vac.
- 4. Added wood chips to the playground for fall protection.
- 5. Mowing the shoulders and rights-of-way
- 6. Repaired 2 of the monuments at the Lewis and Clarke brick park.
- 7. Fertilized the mini parks.

- 8. Installed thermo plastic emblems that say no skateboards bicycles or roller blades.
- 9. Poured concrete and installed the merchant marine monument.
- 10. Set the new generator at the 3rd street stormwater station.
- 11. Serviced all the stormwater pumps.
- 12. Cold patch maintenance.
- 13. Fixed a leak in the planter by cast a-ways.
- 14. Painted the parking stalls at the Bolstad approach Stanley field and Culbertson Park.
- 15. Pained the bike lane emblems on Ocean Beach Blvd and 17th SW.
- 16. Weed eating all around town.

City of Long Beach Activities Report

June 2021

Water Dept.

Call Outs - 0

Meetings - 12 (1) Staff / (2) Admin. / (2) Mayor & Admin. / (2) Contractors / (2) Festivals / (1) Washington Project Preconstruction / (1) Evergreen Rural Water Board Meeting / (1) Evergreen Rural Water Apprentice Meeting.

Safety Meetings - 1

Defensive Driving / Ergonomics.

Weekly Covid - Ended State Covid Protocols June 30th.

Plant Management - Paperwork / Time Cards / Monthly DOH Report / Monthly DMR's. / Monthly Report / Bills / Log Book / Called & Completed Locates / Reviewing ROW Permits / Plant Walk Through / Res Inspections / Billing New Services / Parts Ordering.

Customer Service - 7

Locates - 19

Emergency Locates – 1 (Pioneer Storage)

Re-reads - 16

Install New Meters - 2 (17th st sw / Willows rd)

New Service Investigations - 4

New Service Prep - 2

Meter Removal - 0

Meter Repairs - 4

Hydrant / Stand Pipe Maint. - 0

Shut Off's - 1

Emergency Shut Offs - 1

Turn On's - 2

Res. Checking - 4

Res. Maint. - 3

Leak Repairs - 2

Leak Investigations - 2

Meter Reinstall - 0

Valve Investigation - 4

Valve Can Raising - 0

Data Log / Meter Flushing - 2

Remote Meters -

May - 31

June - 10

Year to Date - 153

```
Equipment Cleanup - 5
```

System Samples - Weekly entire system.

Samples to Lab - 2

Training - L Kemmer - New Backhoe & Excavator Ops Training

M Miller - New Backhoe Ops Training.

Treatment Plant Numbers - 16,901,000 Gallons. (Approx 563,300 Gal. / Day)

Other Activities -

Reading Meters. (Seaview.)

Replacing Remote Read Meters.

Repainted Washington Ave S Project.

Mapping Training w/ Mark Scott (2) days.

Weedeating All Hydrants in System.

(3) Festival Setup / Cleanup – 1st Beach Run / 2nd Beach Run / 4th July.

Monthly Reports.

Pre-Digging for Hot Taps.

Mainline Investigation 35th & 37th pl.

Mainline Investigation 41st pl.

Stairs & Pylon Pick Up Ilwaco.

Moving Logs on Main Approach.

Both Hazard Chemical Sniffers Sent in for Calibration or Repairs.

Marking New Safety Equipment.

Covid - 19 Vaccination List to City Hall.

Hydrant Parts Delivered.

A & A Hot Tapping Water Lines.

Delivered 8" PVC Waterline to 17thst s.

Installed 200' New 8" PVC Mainline & 3 Services.

17th st s Project Cleanup.

Moving Cars for Fire Dept. Training.

Town Cleanup.

Mapping Water System Updates.

(3) Fire Calls.

Plant Operation Walk Around.

```
June 2021
  Wastewater Dept.
  Call Outs - 0
 Meetings - 8
                      (1) Ford Electric Non-pot System / (1) ECS Visit / (1) Compost Operations Meeting /
 (1) Engineers Wastewater Compost Plant Tour / (1) Staff Meeting / (1) Moses Lake Operators / (1)
 Salesman Reiner Pumps / (1) Systems Interface ( SCADA Upgrades ).
 Safety Meetings - 1
                         Defensive Driving / Ergonomics / Garbage Handling
                         Weekly Covid - Ended State Covid Protocols June 30th.
 Plant Management - Monthly DMR's / Paperwork Review / Emails / Plant Ops / Compost Ops /
 Ordering Supplies / Engineers.
 Samples - Daily Tests / Twice Weekly Testing (BODs, TSSs, and Fecals.).
 Customer Service - 1
 Locates - 8
                                                                   (Customer 17th st n.)
                                        Emergency Locates – 1
 Hauling Sludge - 0
 Lift Station Checking - Daily Action.
                                        (Inspection / Cleaning Transducers)
 Lift Station Maintenance – 1
                                        (Comm. Fail Seacrest Lift Station. Running on Backup Mode.)
Lift Station Wash down - 4
Plant Wash Down - 2 Headworks, Clarifiers, UV Bulbs.
Samples to Lab - 2
                           (Monthly Ammonia, 2<sup>nd</sup> Quarter Digester / Metals)
Pump / Blower Maint. -1 (Greased / Belts / Filters / Tubing / Oil Change.)
Sink Hole Investigation – 0
Main Repairs - 0
Equipment Cleanup – 2
                                      Compost Plant Cleanup - 3
Headworks Debris Removal – 3 Barrels Plant / 1 Barrels Dump Site.
Decanting Digester - 32,000 gal. Supernatant ran back through plant.
Training -
            T Caldwell
                                Final Apprentice Zoom Classes.
```

Took and Passed WDM 1 Test.

City of Long Beach Activities Report

Bio-Filter PH & Moisture.

Deep Cleaned Screw Press.

Plant Walk through.

Main Computer Backup Weekly.

Monthly Fire Extinguisher Checkups.

Flushed Eye Wash Station.

Ariel Smith

_			
	ro	m	

David Glasson

Sent:

Thursday, July 8, 2021 8:47 AM

To:

Ariel Smith

Subject:

FW: Six Year Transportation Plan

Ariel,

Can you please add this email to the agenda bill related to the 6 year tip.

Thanks,

David

From: Jesse Gordon <jifffyjoe@gmail.com> Sent: Wednesday, July 7, 2021 5:17 PM

To: David Glasson < dglasson@longbeachwa.gov>

Subject: Six Year Transportation Plan

[External Email]

To Whom It May Concern,

I would like to have my comments added to the city council meeting agenda on the Six year Transportation Plan being discussed during the July 19th city council meeting.

I would like to see Highway 101 and/or Sandridge Road have a bike lane. Current conditions are unsafe for bicyclists and motorists alike. There have been many close calls when a motorist has tried to pass a bicyclist riding on the edge of the highway while large cars and trucks are speeding the other way. Unfortunately, "when the rubber hits the road" as they say, it will be the bicyclist that gets hit when the motorist runs out of room on the highway. A wide, clearly marked bike lane would provide safety for all.

Thank You,

Jesse Gordon