



# AGENDA – Monday, February 6, 2017

**6:00 p.m. City Council Workshop**

**7:00 p.m. City Council Meeting**

Long Beach City Hall  
115 Bolstad Avenue West

## **6:00 p.m. COUNCIL WORKSHOP**

- **WS 17-02- Utility Account Ownership Discussion – TAB A**
- **WS 17-03- Revenue Sources – TAB B**

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

Call to order	Mayor Phillips, Council Member Linhart, Council Member Murry,
And roll call	Council Member Hanson and Council Member Kemmer.

## **PUBLIC COMMENT**

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

## **CONSENT AGENDA – TAB 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, January 23, 2017 City Council Meeting
- Payment Approval List for Warrant Registers 56843-56865 & 81039-81098 for \$156,362.34

## **EXECUTIVE SESSION: Current or Pending Litigation RCW 42.30.110(1)(i) BUSINESS**

- **AB 17-04 – Agreement for Legal Services – TAB D**
- **AB 17-05 – Resolution 2017-01 Adopting Financial Polices -TAB E**
- **AB 17-06 – Resolution 2017-02 Establishing a Fixed Assets and Inventory Policy – TAB F**
- **AB 17-07-- Resolution 2017-03 Adopting an Investment Policy – TAB G**
- **AB 17-08—Agreement for Government Relations Services – TAB H**
- **AB 17-09 – Agreement for Architectural Services – Restrooms on Bolstad West – TAB I**

## **DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB J**

- **Sales and Lodging Tax Reports**
- **AWC Public Records Act eLearning Opportunity**
- **SummerFest Schedule of Events 2017**
- **2017 January Staff Report – Tourism and Events Department**
- **Washington Tourism Alliance – January Newsletter**
- **Police Monthly Report for January**
- **Public Works Report for January – Streets, Parks and Stormwater**
- **Water Department Report for January**
- **Wastewater Department Report for January**

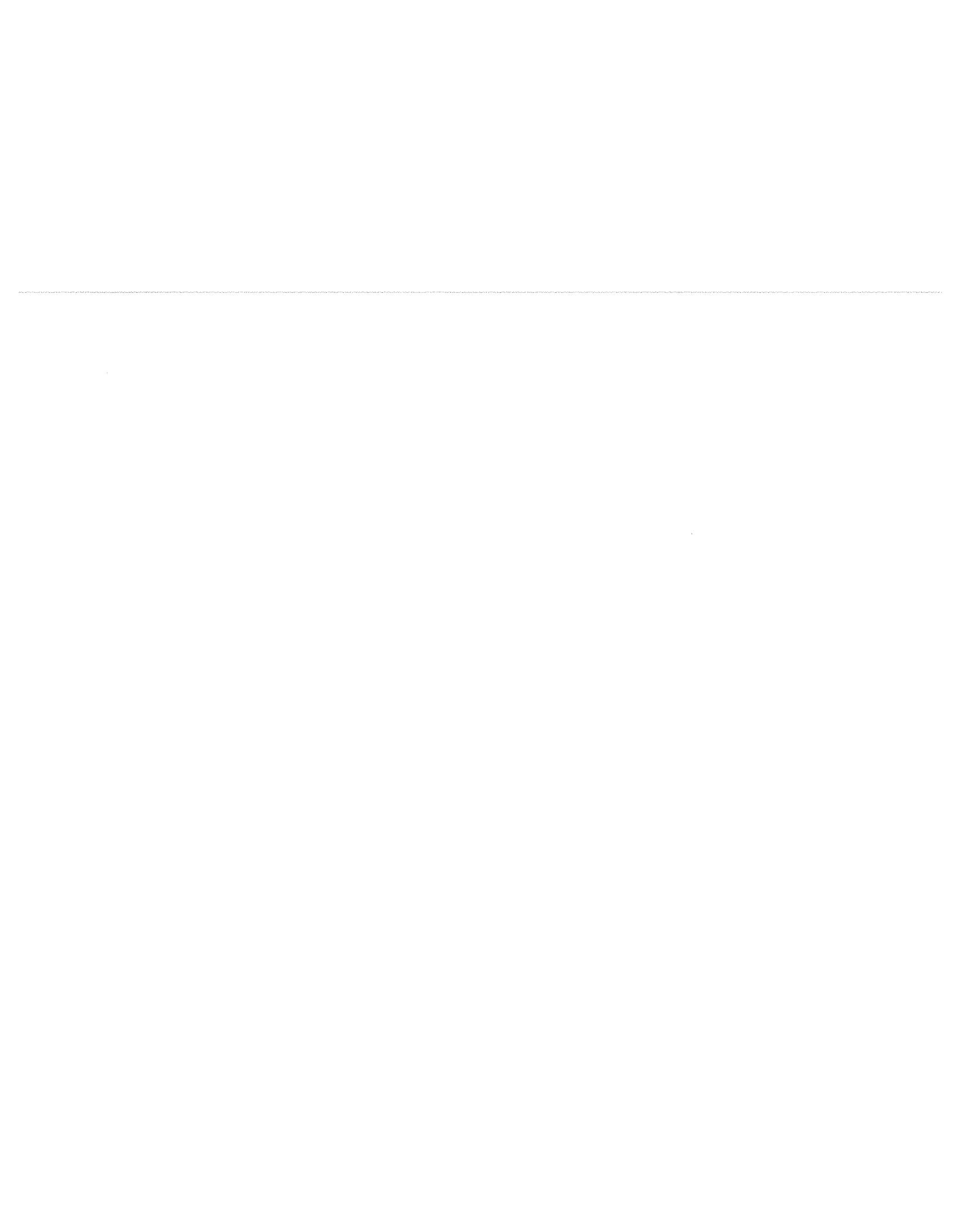
## **FUTURE CITY COUNCIL MEETING SCHEDULE**

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop.  
February 21, 2017, March 6, 2017 and March 20, 2017

### **ADJOURNMENT**

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

**TAB - A**

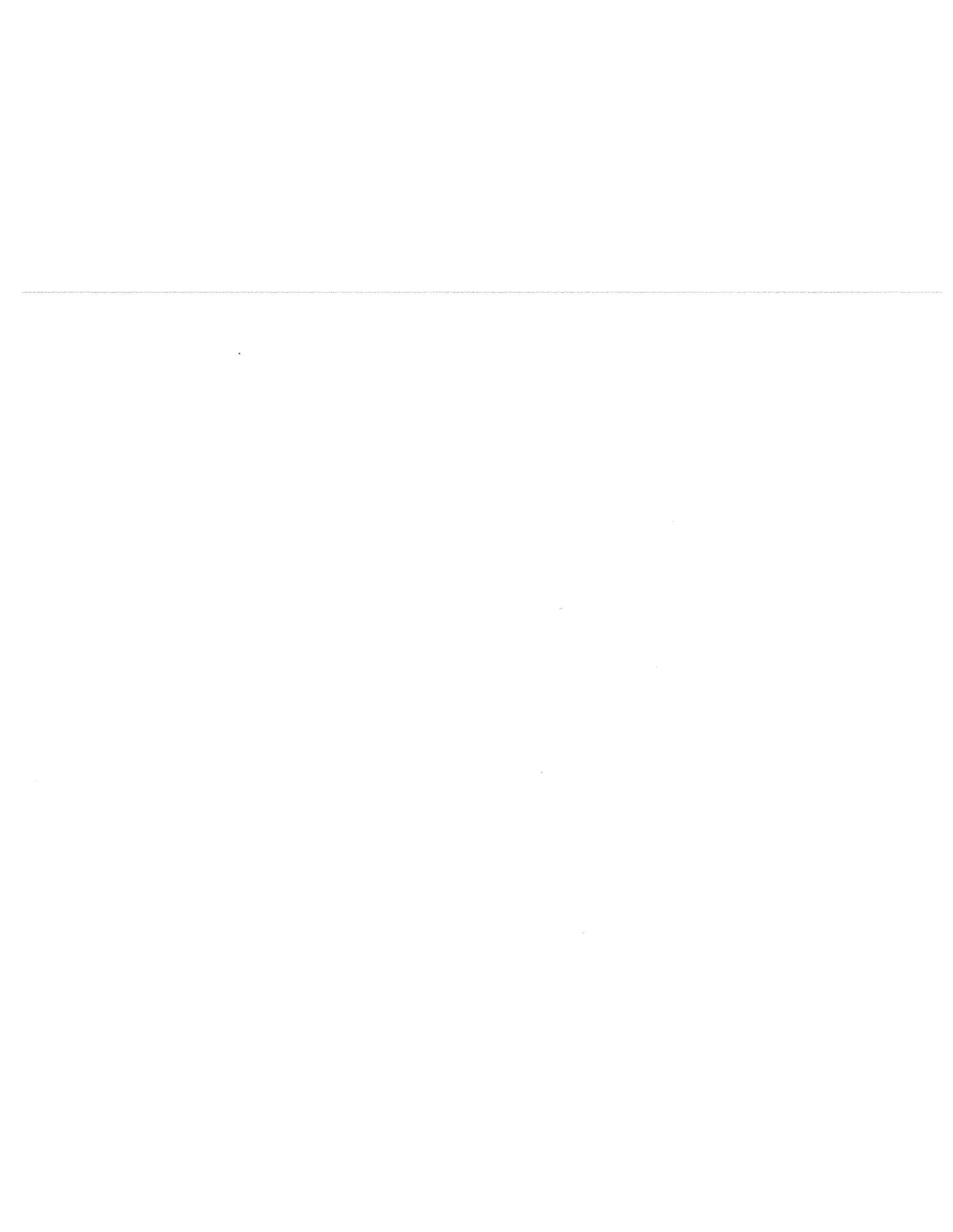




**CITY COUNCIL  
WORKSHOP BILL  
WS 17-02**

**Meeting Date: February 6, 2017**

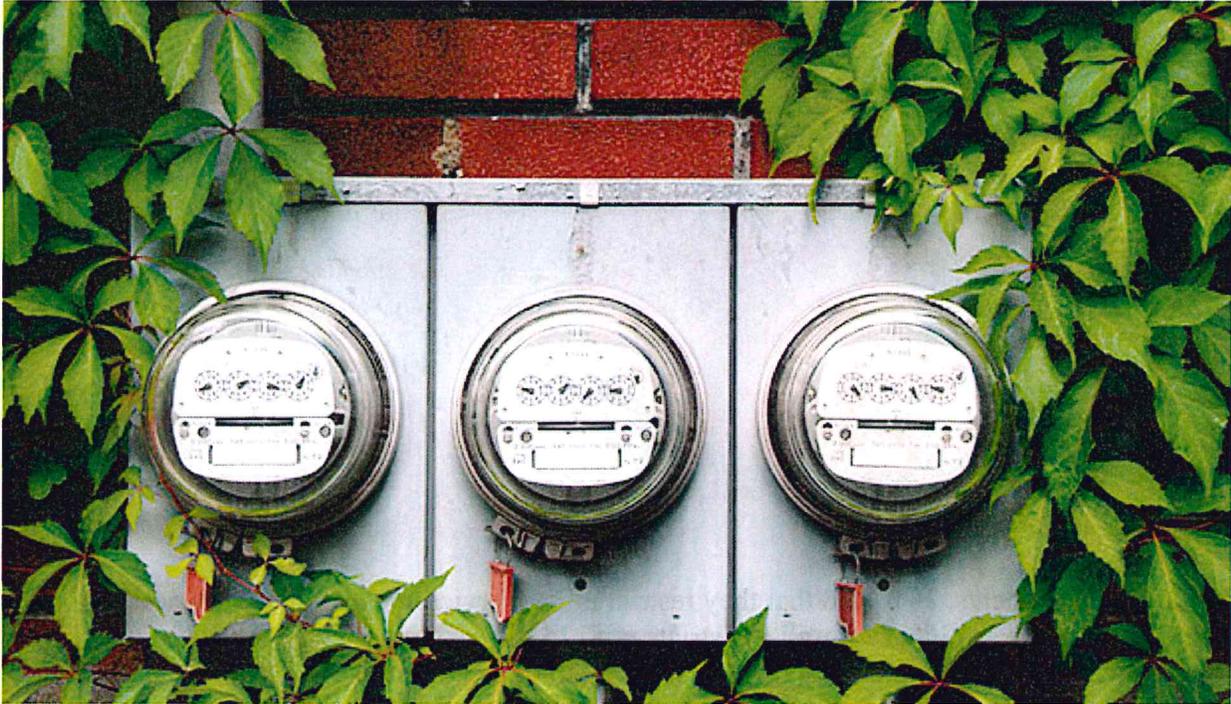
<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT: Utility Account ownership discussion</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST: N/A</b>		
<p><b>SUMMARY STATEMENT:</b> The city currently allows utility accounts in the name of either the tenant or owner of the account. There are problems associated with allowing the utility account being placed in the tenants' name. The attached documentation from Municipal Research highlights how other entities are handling their accounts. It has been many years since the council looked at our process and I would like to make some recommendations for consideration.</p>		



# Who Should Receive the Utility Bill, Landlords or Tenants?

January 19, 2016 by [Toni Nelson](#)

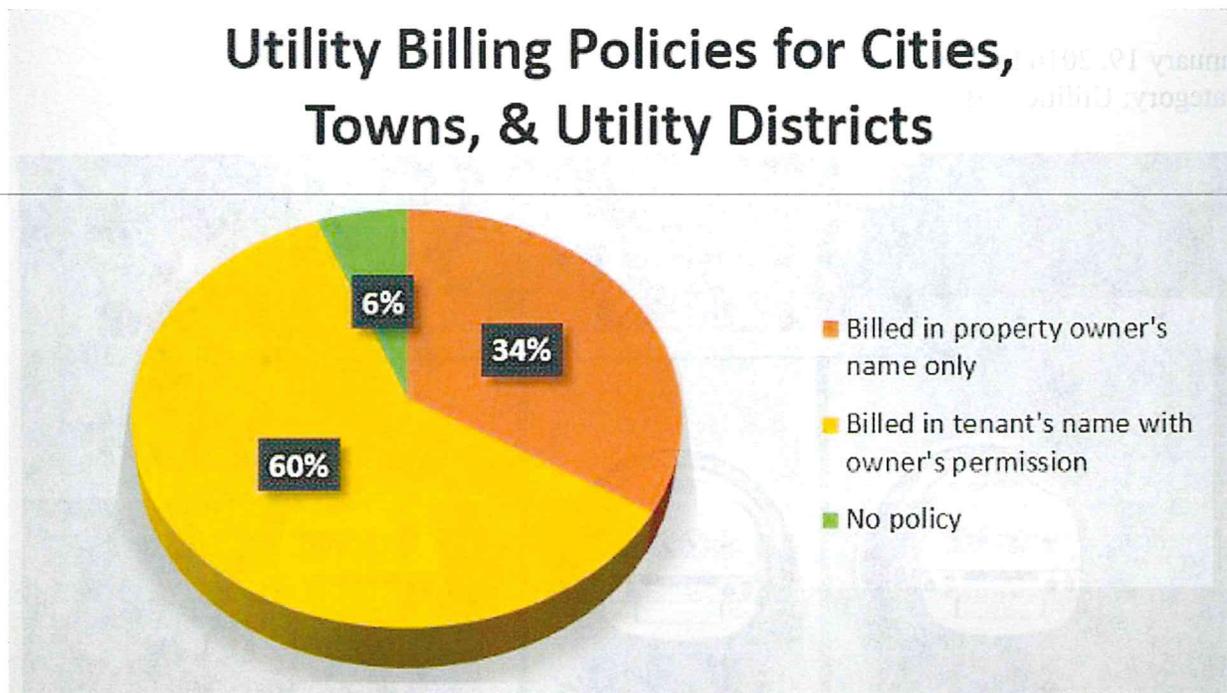
Category: [Utilities - Billing and Collection](#)



Questions surrounding utility billing are some of the most common inquiries submitted to MRSC. Cities, towns, and utility districts alike are challenged with implementing effective policies for handling utility accounts for rental properties. Landlord/tenant issues regarding delinquency, billing, property vacancy, and termination of service can easily spill over into the hands of jurisdictional staff. Therefore, we highly recommend establishing clear policies for rental properties that can help clarify and mitigate the issues surrounding landlord/tenant disputes.

A particular issue that local governments should address in their policies is whose name – the landlord’s or the tenant’s – the account can or must be in. The liens that municipal utilities have for delinquent utility charges are against the property to which the utility service is furnished, so the landlord, as owner of the property, is ultimately responsible for delinquent utility charges incurred by a tenant. As the ultimately responsible party, landlords don’t want to be surprised by a delinquency incurred by a tenant. Tenants, on the other hand, don’t want utility service to be shut off to their rental because of the failure of the landlord to pay the bill. [RCW 35.21.217](#) addresses these issues to some extent for city and town utilities. For more information, see [Utility Billing and Termination in the Landlord/Tenant Context](#).

Recently, MRSC sent out a short survey to see how various local governments currently address this issue in their policies. We received information back from 154 jurisdictions, including 132 cities and towns and 22 utility districts.



Of the 154 respondents, 34% said that they restrict utility service to the property owner’s name, although this rate was higher for utility districts with 15 out of 22 restricting service to the property owner’s name. Another 60% allow for the bill to be placed in the tenant’s name but only with the landlord’s permission. It should be noted though that many of these jurisdictions stated that they were in the process of updating their policies to require bills to be in the property owner’s name. The remaining 6% of respondents stated that they did not have a policy on this issue.

Many individuals from the 154 jurisdictions that responded voluntarily provided additional billing information including some policy examples. This provided further insight into utility billing procedures used by many of the jurisdictions. Below are some of the more noteworthy findings from the policies provided:

- Over half of the jurisdictions that required bills to be in the property owner’s name allow for duplicate bills to be sent to the tenants. These jurisdictions charged between \$1 and \$5 dollars to send duplicate bills.
- Many jurisdictions only allow for utility service to be in the tenant’s name once an owner/tenant agreement form is filled out and signed by both tenant and owner.
- Jurisdiction’s allowing utility service to be placed in a tenant’s name often have a process for encouraging timely payment. Some jurisdictions send past due notices to the property owner once an account becomes delinquent. Others transfer the utility service to the property owner once the tenant becomes delinquent.

It's important to note that these additional measures disclosed as part of the survey results are in addition to common collection practices used, such as use of payment plans, utility shut-off, liens, collection agencies, and the courts.

MRSC would like to thank all of the jurisdictions that participated in the utility billing survey. If you're interested in learning more about utility billing, please join us on February 17th for our webinar, *Utility Billing and Collection: Understanding the Complexities*. This webinar will be a panel discussion and will have experts on hand to answer a variety of questions related to utility billing and collections. You can also browse our [utility billing procedures webpage](#) which provides guidance and examples of various aspects of utility billing.

*How does your jurisdiction handle utility billing? Share some of your policies and procedures in the comments below or contact me directly at [tnelson@mrsc.org](mailto:tnelson@mrsc.org)*

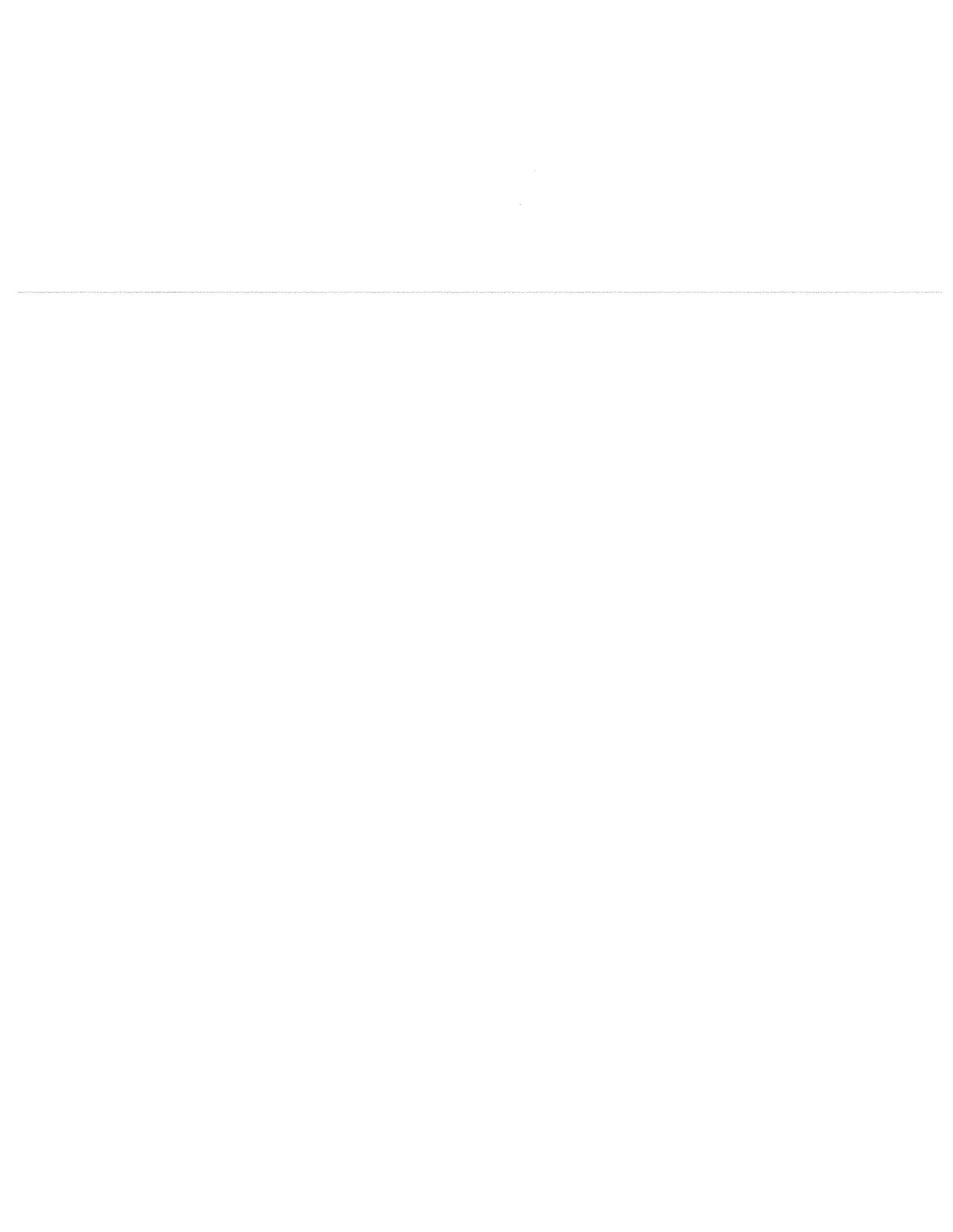


### About Toni Nelson

Toni has over 24 years of experience with Local Government finance and budgeting. Toni's area of expertise include "Cash Basis" accounting and reporting, budgeting, audit prep and the financial issues impacting small local government.



**TAB - B**





**CITY COUNCIL  
WORKSHOP BILL**

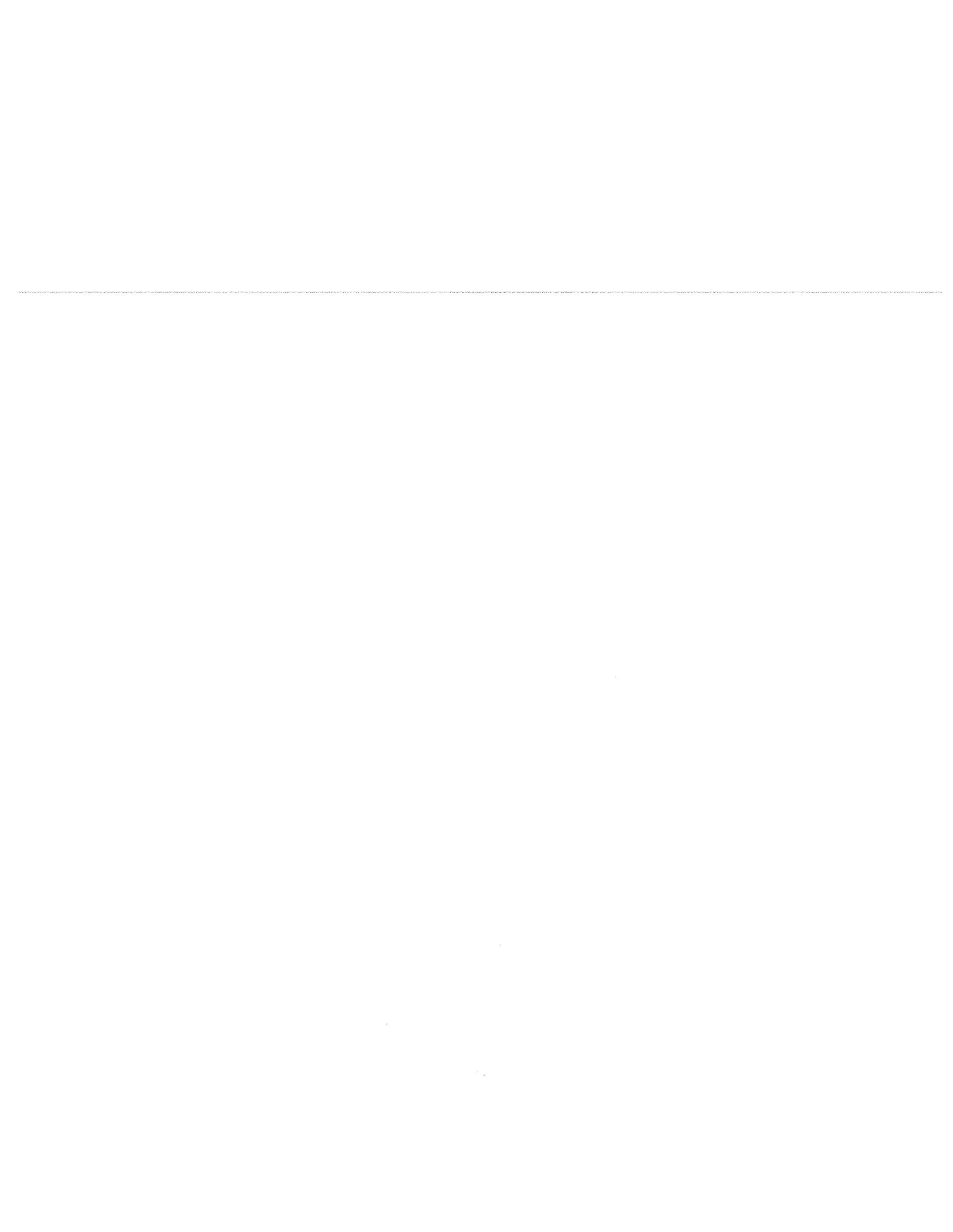
**WS 17-03**

**Meeting Date: February 6, 2017**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: Revenue Sources</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
<b>COST: N/A</b>	Water/Wastewater Supervisor	

**SUMMARY STATEMENT:** During the city budget process we looked at the funding shortfalls related to the utilities and adjusted rates accordingly. We also briefly looked at ways to raise money for the General Fund and Streets. I would like to discuss options including a Lid Levy lift for property taxes and a transportation benefit district.



# Revenue Sources

February 6, 2017

# Transportation Benefit District

## Overview

[Chapter 36.73 RCW](#) authorizes cities (see also [RCW 35.21.225](#)) and counties to form transportation benefit districts (TBDS), quasi-municipal corporations and independent taxing districts that can raise revenue for specific transportation projects, usually through vehicle license fees or sales taxes.

Transportation benefit district revenue may be used for transportation improvements included in a local, regional, or state transportation plan ([RCW 36.73.015\(6\)](#)). Improvements can range from roads and transit service to sidewalks and transportation demand management. Construction, maintenance, and operation costs are eligible.

# Transportation Benefit District

## Formation

Any city or county may form a TBD by ordinance, following a public hearing, if it finds that the action is in the public interest ([RCW 36.73.050](#)). The establishing ordinance must specify the boundaries of the district - which may include all or part of the city or county establishing the TBD - and the transportation improvements that will be funded. The boundaries and functions of the TBD may not be changed without further public hearings.

A transportation benefit district may include all or part of the territory in another jurisdiction (city, county, port district, county transportation authority, or public transportation benefit area) through interlocal agreement ([RCW 36.73.020](#)(2)).

# Transportation Benefit District

## Funding Sources

Transportation benefit districts are primarily funded through vehicle license fees and/or sales taxes. There are several other funding options available such as border area fuel taxes, bonds, and impact fees, but these are seldom or never used.

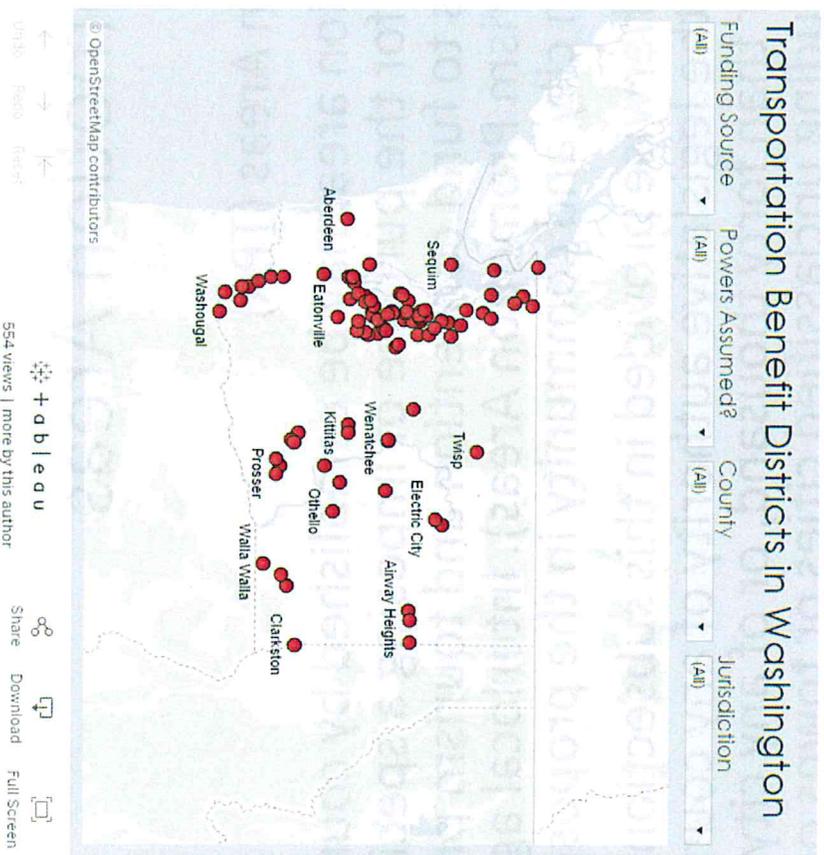
## Vehicle License Fees

The most common TBD funding source is a vehicle license fee ([RCW 82.80.140](#), [RCW 36.73.040\(3\)\(b\)](#)). TBDs may impose vehicle license fees up to \$50 without a public vote, subject to the conditions below, or may impose fees up to \$100 with voter approval.

## Sales and Use Taxes

Another common TBD funding source is a sales and use tax of up to 0.2% ([RCW 82.14.0455](#), [RCW 36.73.040\(3\)\(a\)](#)). This tax may not be imposed for longer than 10 years at a time, except to repay debt, and must be approved by a simple majority of voters.

# Transportation Benefit District



# Tourism Promotion Areas

## Tourism Promotion Areas (TPA)

A tourism promotion area may be established by counties and cities within the county for the purpose of imposing a special assessment on lodging businesses to fund convention and tourism promotion (see [Ch. 35.101 RCW](#) - Tourism Promotion Areas). Interlocal agreements are required with each city and community in the proposed TPA

(2)(a) Except as otherwise provided in this subsection, "legislative authority" means the legislative authority of any county with a population greater than forty thousand, or of any city or town within such a county, including unclassified cities or towns operating under special charters.

# City B & O tax

## Introduction

Business and occupation (B&O) taxes are levied at a percentage rate on the gross receipts of the business, less some deductions. Businesses are put in different classes such as manufacturing, wholesaling, retailing, and services. Within each class, the rate must be the same, but it may differ among classes.

Effective April 20, 1982, the legislature set the maximum tax rate that can be imposed by a city's legislative body at 0.2percent (0.002), but grandfathered in any higher rates that existed on January 1, 1982. [RCW 35.21.710](#). All ordinances that impose this tax for the first time or raise rates must provide for a referendum procedure [RCW 35.21.706](#). Any city may levy a rate higher than 0.2 percent, if it is approved by a majority of the voters. [RCW 35.21.711](#). Currently, 40 of Washington's 281 cities levy this tax.

# City B & O tax

## Local Business (B&O) Tax Rates Effective January 1, 2016

City	County	Phone #	Manufacturing Rate	Retail Rate	Services Rate	Wholesale Rate
Aberdeen	Grays Harbor	(360) 533-4100	0.002	0.003 e	0.00375 e	0.003 e
Algona	King	(253) 833-2897	0.00045	0.00045	0.00045	0.00045
Bainbridge Island*	Kitsap	(206) 780-8668	0.001	0.001	0.001	0.001
Bellevue	King	(425) 452-6851	0.001496	0.001496	0.001496	0.001496
Bellingham	Whatcom	(360) 778-8010	0.0017	0.0017	0.0044 e	0.0017
Bremerton	Kitsap	(360) 473-5311	0.0016	0.00125	0.002	0.0016
Burien**	King	(206) 241-4647	0.001	0.001	0.001	0.001
Cosmopolis	Grays Harbor	(360) 532-9230	0.001487	0.001487	0.001487	0.001487
Darrington	Snohomish	(360) 436-1131	0.00075	0.00075	0.00075	0.00075
Des Moines	King	(206) 878-4595	0.002	0.002	0.002	0.002
DuPont	Pierce	(253) 964-8121	0.001	0.001	0.001	0.001
Everett	Snohomish	(425) 257-8601	0.001	0.001	0.001	0.001
Everson	Whatcom	(360) 966-3411	0.002			0.002
Granite Falls*****	Snohomish	(360) 691-6441				
Hoquiam	Grays Harbor	(360) 532-5700	0.002	0.002	0.002	0.002
Illwaco	Pacific	(360) 642-3145	0.002	0.002	0.002	0.002
Issaquah	King	(425) 837-3054	0.0012	0.0012	0.0015	0.0012
Kelso	Cowlitz	(360) 423-0900	0.001	0.001	0.002	0.001
Kenmore****	King	(425) 398-8900	0.002			
Kenil	King	(253) 856-6266	0.00046	0.00046	0.00152	0.00152
Lacey	Thurston	(360) 491-3214		0.001	0.002	
Lake Forest Park	King	(206) 368-5440	0.002	0.002	0.002	0.002
Long Beach	Pacific	(360) 642-4421	0.002	0.002	0.002	0.002
Longview	Cowlitz	(360) 442-5000	0.001	0.001	0.002	0.001

# Property Tax Lid Lift

## Overview

With the passage of Initiative 747, there only two ways for a jurisdiction to increase property taxes by more than one percent (or the lesser of the IPD and one percent for jurisdictions with a population of 10,000 or more). Some jurisdictions have taken less than the maximum increase they could have in the past and have "banked" capacity that they can use.

The other way to increase property taxes by more than this amount is to do a levy lid lift under [RCW 84.55.050](#).

## Property Tax Lid Lift

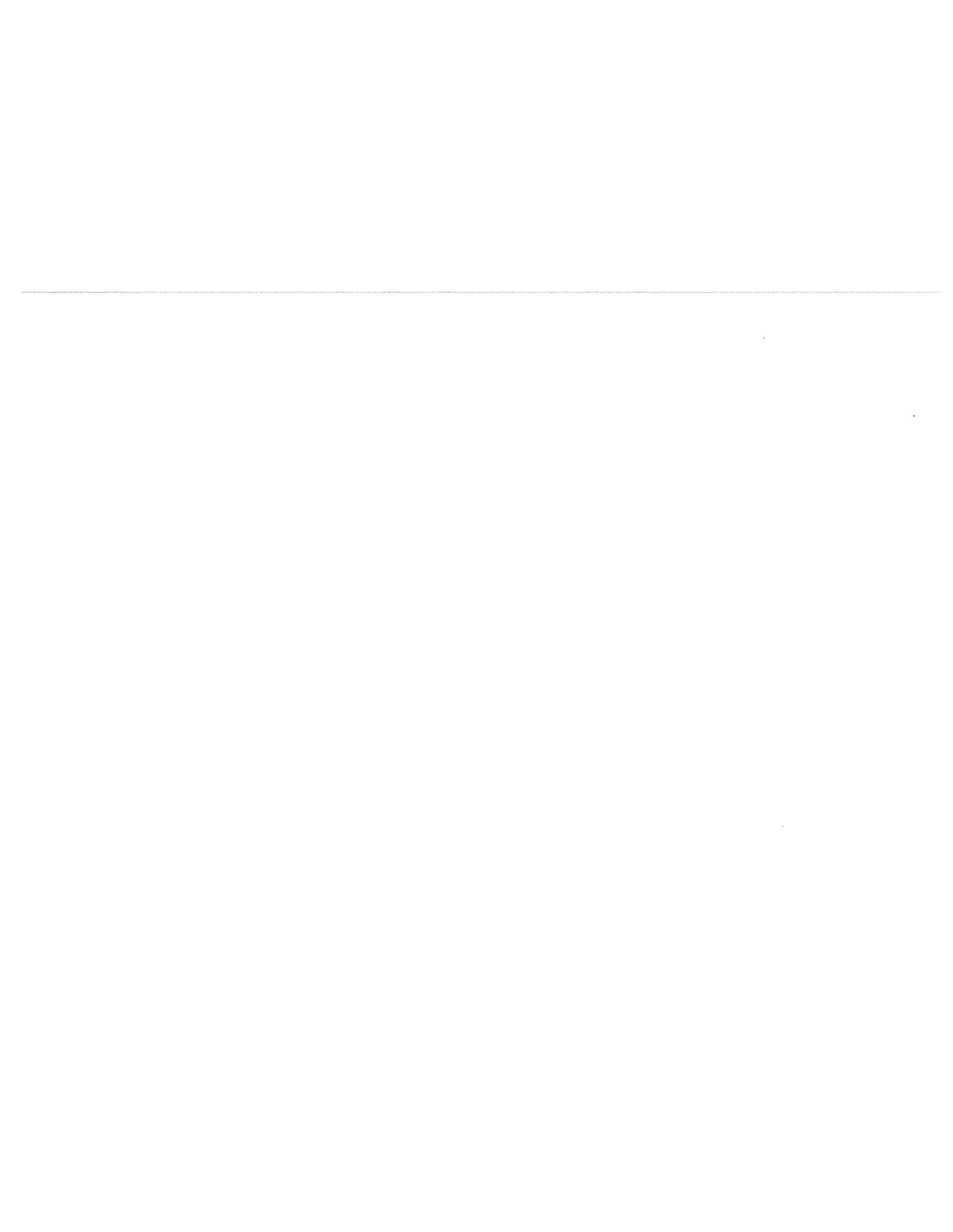
For a discussion of levy lid lifts, including the new 2008 legislation, that require that a jurisdiction's intention to make a lid lift "permanent" be stated in the ballot title, read the MRSC article, "[Levy Lid Lift](#)." Remember, local governments are limited in what they can do to support (and oppose) a ballot measure. We have four [articles](#) that address this issue.

### Statutory Authority

[RCW 84.55.050](#), Election to authorize increase in regular property tax levy -- Limited propositions -- Procedure

# Annexation

- Rough Assessed Value = 167,750,000
- Rough Additional Area = 13,074,000 sq. feet or .5 sq. miles
- Could be up to \$262,000 in additional tax revenues
- Water Base reduction
- Add Stormwater
- Fire Coverage
- Seaview Sewer



# PROPOSITION 1: Where Will The Money Go?

## Street Maintenance (\$2.7 million/year)

- Resurface, restore, or replace approximately 90 (out of the 100) lane-miles of arterial streets
- Conduct preventive maintenance on 650 lane-miles of local and neighborhood streets
- Allow for proactive road maintenance and pothole repair; and thereby reducing costly repairs from road failure and saving taxpayers' money

Examples include resurfacing NE 132nd Street, Totem Lake Boulevard, NE 124th Street, NE 116th Street, and Simonds Road NE.

## Safe routes to schools (\$150,000/year)

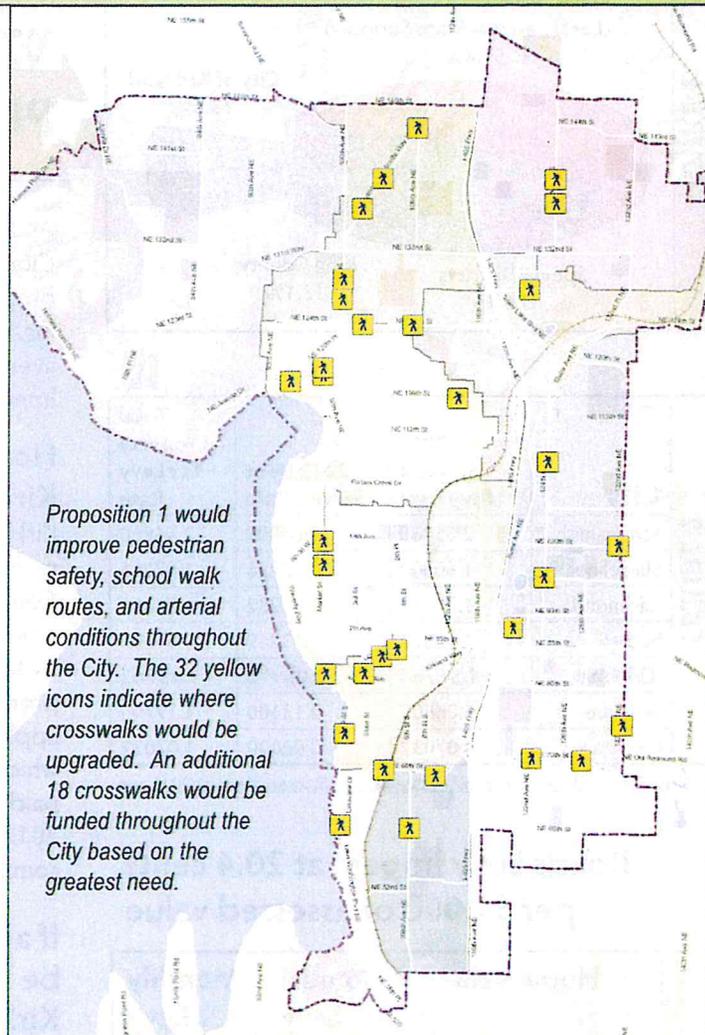
- Leverage State and Federal grants to build safe routes near 12 Kirkland elementary and middle schools

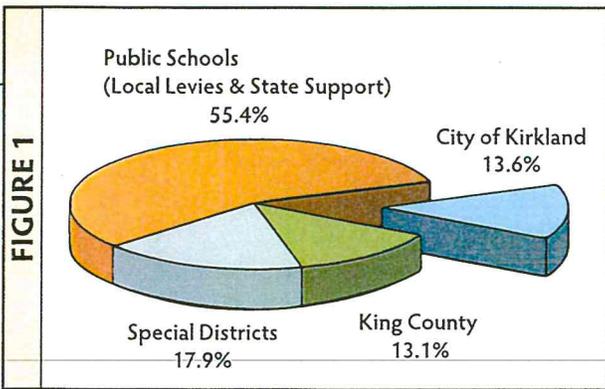
Examples include new sidewalks on 84th Avenue NE near Thoreau and Carl Sandburg Elementary Schools, 132nd Avenue NE near Mark Twain Elementary School

## Pedestrian safety (\$150,000/year)

- Upgrade or add up to 50 crosswalks with new highly visible and energy efficient warning lights
- Install approximately 500 new Americans with Disabilities Act wheelchair ramps to meet Federal requirements
- Restripe 230 crosswalks, address neighborhood identified safety improvements, and enhance transit and safety improvements on eight key transit corridors
- Expand the system of pedestrian and bicycle routes that interconnect commercial areas, schools, transit routes, parks, and other destinations
- Install traffic control devices such as speed cushions, and small traffic circles to address safety hazards within Kirkland neighborhoods

Examples include crosswalk upgrades along Juanita-Woodinville Way, Juanita Drive, 124th Avenue NE, NE 108th Street and NE 68th Street





## WHERE DO MY PROPERTY TAXES GO?

As shown in the graphic to the left (Figure 1), the City of Kirkland receives about 14% of the total property taxes paid each year. There are 10 taxing districts on a Kirkland property tax bill. The average total property taxes paid on a \$346,000 home is \$3,647 for all taxing districts.

**FIGURE 2**

City	2012 Regular Levy Rate	2012 Debt Service Rate	Total Property Tax Levy Rate
Sammamish	2.55860	0.00000	2.55860
Shoreline	1.60000	0.27235	1.87235
Redmond	1.76073	0.02282	1.78355
Bothell	1.48357	0.13249	1.61606
<b>Kirkland</b>	<b>1.36766</b>	<b>0.08976</b>	<b>1.45742</b>
Bellevue	1.06605	0.13100	1.19705
Medina	1.07032	0.00000	1.07032

Source: [www.kingcounty.gov/Assessor/Reports/StatisticalReports/2012.aspx](http://www.kingcounty.gov/Assessor/Reports/StatisticalReports/2012.aspx)

### How would Proposition 1 affect Kirkland property tax rates?

Kirkland's levy is the total amount of property tax revenue the City can collect in one year. The King County Assessor determines the assessed valuation of your property. The levy rate is determined by taking the total levy and dividing it by the total property value in the City. The rate is then applied to every \$1,000 of a property's value, which determines the amount of property taxes paid. The table to the right (Figure 2) shows the 2012 property tax rates in Kirkland and other comparable cities in the area.

### Roads Levy Impact at 20.4 cents per \$1,000 of assessed value

**FIGURE 3**

Home Value	Annual Levy Cost:	Monthly Levy Cost:
\$ 300,000	\$ 61.20	\$5.10
\$ 346,000 <sup>(1)</sup>	\$ 70.58	\$5.88
\$ 430,000 <sup>(2)</sup>	\$ 87.72	\$7.31
\$ 750,000	\$153.00	\$12.75

1. 2012 Kirkland Median Single Family Value
2. 2012 Kirkland Average Single Family Value

### If approved by voters, what would be the cost of Proposition 1 for a Kirkland homeowner?

The ballot measure proposes an ongoing property tax levy of 20.4 cents per \$1,000 of assessed value. If approved, it would raise approximately \$3 million each year beginning in 2013. The estimated annual cost is \$70.58 for a home valued at \$346,000 (based upon the median assessed value of a single family home in Kirkland). The impact will vary based on each home's assessed value. See estimated annual cost for a range of home values (Figure 3).

# ELECTION DAY IS NOVEMBER 6, 2012



This FACT SHEET was prepared by the City of Kirkland, 123 5th Ave., Kirkland, WA 98033.

For information about Kirkland's Street Maintenance Program, contact Ray Steiger, Public Works Director, at 425-587-3800 or [rsteiger@kirklandwa.gov](mailto:rsteiger@kirklandwa.gov).

**TAB - C**



## **LONG BEACH CITY COUNCIL MEETING**

**January 23, 2017**

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

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

### **ROLL CALL**

Ariel Smith, Community Development Director, called roll with C. Linhart, C. Caldwell, C. Hanson, C. Murry, and C. Kemmer all present.

### **PUBLIC COMMENT**

No public comments.

### **DEPARTMENT OF ECOLOGY OUTSTANDING PERFORMANCE AWARD**

Mayor Phillips presented Ralph Warner with the award.

### **CONSENT AGENDA**

Minutes, January 3, 2017 City Council Meeting

Payment Approval List for Warrant Registers 56810-56842 & 80963-81038 for \$733,721.05

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

### **BUSINESS**

Mayor Phillips amended the agenda and added item DR 2016-19.

DR 2016-19 Adrift Hotel Inc. Drinking Establishment- Retail Store

**C. Linhart made the motion to amend the agenda and approve DR 2016-19. C. Hanson seconded the motion. 5 Ayes, motion passed.**

### **DEPARTMENT HEAD ORAL REPORTS**

### **CORRESPONDENCE AND WRITTEN REPORTS**

- Outstanding Performance Award for the City of Long Beach Wastewater Plant
- Notice of Complete Submittal- SMP from Department of Ecology
- Police Report- December 2016/YTD
- Washington State Auditor's Office – Audit Reports – Financial and Accountability
- Depot Inquiry
- Wauna Federal Credit Union Ribbon Cutting Invitation

### **ADJOURNMENT**

The Mayor adjourned the meeting at 7:15 p.m.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# Warrant Register

Check Periods: 2017 - January - Second

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

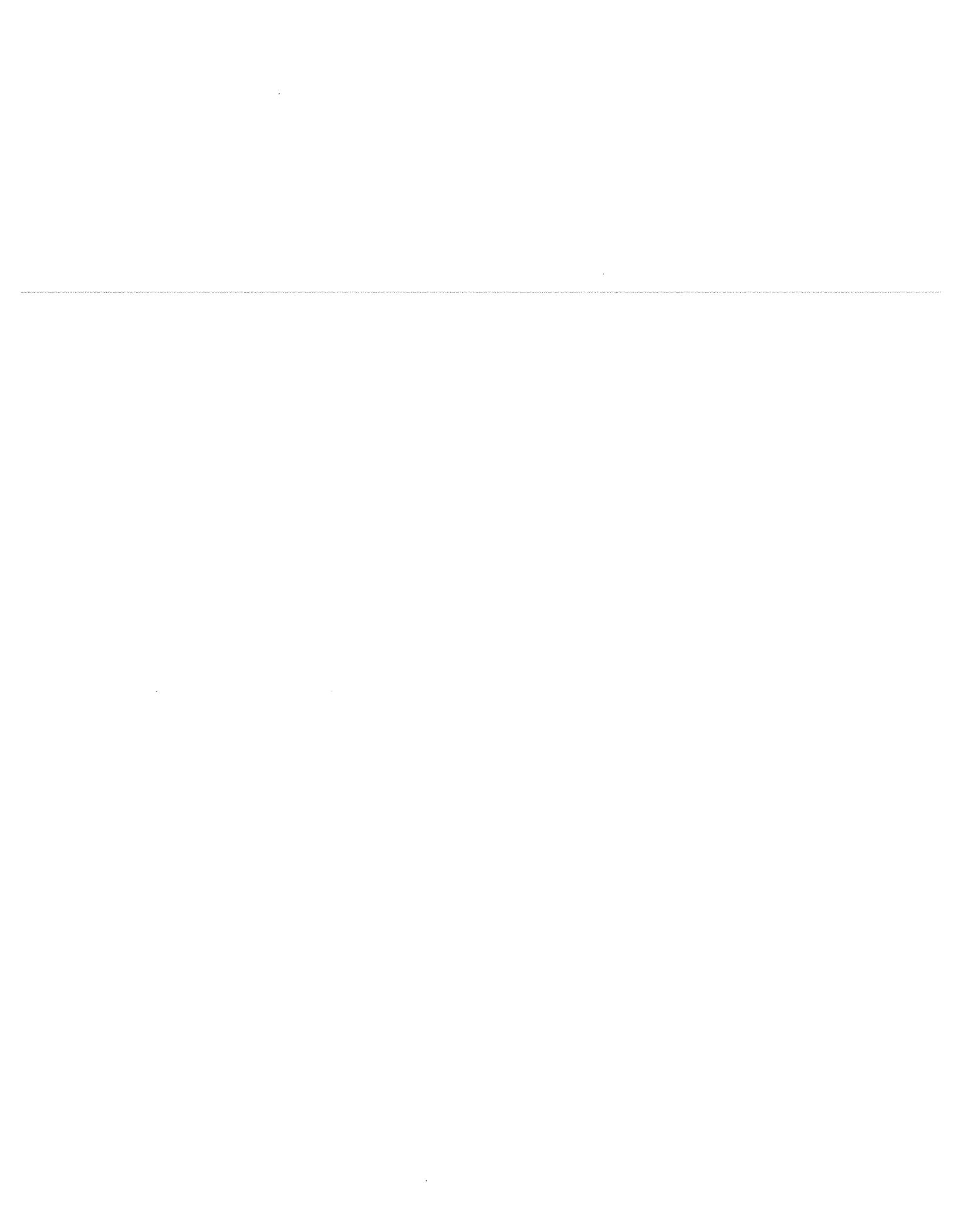
Number	Name	Print Date	Clearing Date	Amount
56843	Bell, Helen S	1/20/2017	1/20/2017	\$298.99
56844	Binton, Jacob	1/20/2017	1/24/2017	\$1,789.36
56845	Booi, Kristopher A	1/20/2017	1/23/2017	\$1,410.36
56846	Gilbertson, Bradley K	1/20/2017	1/23/2017	\$1,464.34
56847	Goulter, John R.	1/20/2017	1/23/2017	\$1,986.64
56848	Huff, Timothy M.	1/20/2017	1/23/2017	\$1,535.30
56849	Luethe, Paul J	1/20/2017	1/20/2017	\$1,923.88
56850	Mortenson, Tim	1/20/2017	1/23/2017	\$2,513.71
56851	Padgett, Timothy J	1/20/2017	1/24/2017	\$1,464.41
56852	Russum, Richard	1/20/2017	1/20/2017	\$1,222.07
56853	Warner, Ralph D.	1/20/2017	1/20/2017	\$2,011.87
56854	Wood, Matthew T	1/20/2017	1/23/2017	\$983.38
56855	Wright, Flint R	1/20/2017	1/23/2017	\$2,538.31
56856	Zuern, Donald D.	1/20/2017	1/23/2017	\$2,108.31
56857	AFLAC	1/20/2017		\$469.35
56858	Association of WA Cities	1/20/2017		\$27,027.84
56859	City of Long Beach - Fica	1/20/2017		\$11,171.70
56860	City of Long Beach - FVH	1/20/2017		\$8,960.09
56861	Dept of Labor & Industries	1/20/2017		\$1,699.73
56862	Dept of Retirement Systems	1/20/2017		\$11,614.21
56863	Dept of Retirement Systems Def Comp	1/20/2017		\$1,200.00
56864	Massmutual Retirement Services	1/20/2017	1/31/2017	\$825.00
56865	Teamsters Local #58	1/20/2017		\$195.00
81039	Warner, Ralph	1/20/2017	1/20/2017	\$89.99
81040	Glasson, David	1/20/2017	1/24/2017	\$111.28
81041	Tardiff, Donald W	1/23/2017	1/25/2017	\$94.97
81042	At&t Mobility	1/25/2017	1/31/2017	\$100.92
81043	CenturyLink	1/25/2017	1/31/2017	\$1,888.00
81044	Englund Marine Supply	1/25/2017	1/30/2017	\$202.24

Account	Party Name	Check Date	Check Number	Amount
81045	EverBank	1/25/2017		\$227.38
81046	Myers, Ragan	1/25/2017	1/26/2017	\$120.96
81047	U.S. Cellular	1/25/2017	1/31/2017	\$161.08
81048	Unum Life Insurance	1/25/2017	1/30/2017	\$71.70
81049	Visa	1/25/2017	1/25/2017	\$4,713.97
81050	Parker, Michael	1/26/2017	1/26/2017	\$318.98
81051	Pacific County Auditor	1/30/2017		Void
81052	Employment Security Dept	1/30/2017		\$887.64
81053	Haskin, Katie	1/31/2017		\$393.88
81054	Postmaster	1/31/2017		\$540.50
81055	Zuern, Donald	2/3/2017		\$500.20
81056	Visa	2/3/2017		\$2,612.29
81057	Pacific County Auditor	2/3/2017		\$81.00
81058	Nagy, Brandon	2/3/2017		\$51.97
81059	Alisco-American Linen Div.	2/3/2017		\$124.47
81060	Arts Auto Parts Inc.	2/3/2017		\$55.36
81061	Bailey's Saw Shop	2/3/2017		\$506.00
81062	Cartomation, Inc	2/3/2017		\$500.00
81063	CDW Government	2/3/2017		\$386.64
81064	Chinook Observer	2/3/2017		\$223.56
81065	City of Long Beach	2/3/2017		\$1,135.71
81066	Clatsop Power Equipment	2/3/2017		\$488.25
81067	Coast Rehabilitation Services	2/3/2017		\$292.00
81068	Davis, Lynn	2/3/2017		\$51.76
81069	Dept of Ecology	2/3/2017		\$100.00
81070	Englund Marine Supply	2/3/2017		\$624.51
81071	Environmental Resource Associates	2/3/2017		\$403.46
81072	Fastenal Industrial & Construction	2/3/2017		\$228.68
81073	Ford Electric	2/3/2017		\$288.73
81074	Free Spirit Vacations	2/3/2017		\$595.00
81075	Group Tour Media	2/3/2017		\$4,000.00
81076	H. D. FOWLER	2/3/2017		\$13,802.16
81077	International Code Council, Inc.	2/3/2017		\$135.00
81078	Janas, Diane	2/3/2017		\$55.16
81079	L.N. Curtis & Sons	2/3/2017		\$217.05
81080	Oman & Son Builders	2/3/2017		\$1,753.46
81081	One Call Concepts, Inc.	2/3/2017		\$30.36
81082	Owen Equipment	2/3/2017		\$1,667.76
81083	Pacific Art & Office Supply	2/3/2017		\$36.06
81084	PAPE MACHINERY	2/3/2017		\$163.36
81085	Peninsula Sanitation	2/3/2017		\$2,472.98
81086	Photo'neil	2/3/2017		\$246.24
81087	PND Engineers, Inc	2/3/2017		\$4,437.37
81088	Pro Force Law Enforcement	2/3/2017		\$1,625.45
81089	Public Utility District 2	2/3/2017		\$11,404.84
81090	Rip Tide Threads	2/3/2017		\$124.84

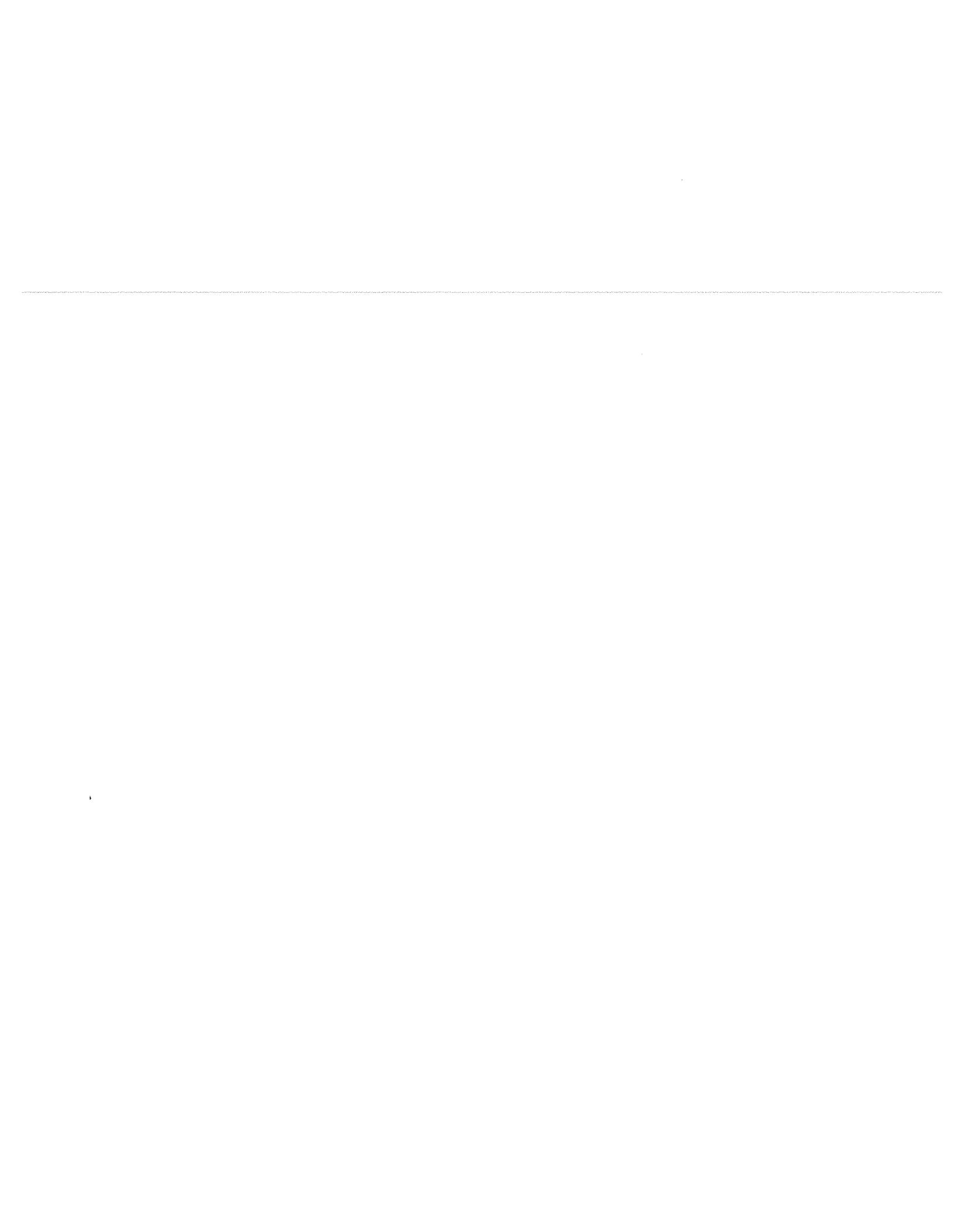
Execution Time: 7 second(s)

Number	Name	Print Date	Clearing Date	Amount
81091	Sid's Iga	2/3/2017		\$33.01
81092	Solutions Yes	2/3/2017		\$155.38
81093	Standard Insurance Co.	2/3/2017		\$2,022.04
81094	STAPLES ADVANTAGE	2/3/2017		\$137.55
81095	SUNSET AUTO PARTS, INC	2/3/2017		\$890.76
81096	Verizon Wireless	2/3/2017		\$678.53
81097	Wilcox & Flegel Oil Co.	2/3/2017		\$3,061.05
81098	World Kite Museum	2/3/2017		\$1,625.00

**Total**      **Check**      **\$156,362.34**  
**Grand Total**      **\$156,362.34**



**TAB - D**





**CITY COUNCIL  
AGENDA BILL  
AB 17-04**

**Meeting Date: February 6, 2017**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT:</b> Agreement for Legal Services	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST:</b> Fee schedule is attached	Other:	
<p><b>SUMMARY STATEMENT:</b> The former city attorney had to step down due to a newly elected position. Therefore, city staff and the Mayor held interviews and is now recommending Darcey Eilers from Porter Foster Rorick for the position of city attorney. Darcey has worked with the city in the past on multiple occasions and has a fundamental understanding of the area and the city code.</p>		
<p><b>RECOMMENDED ACTION:</b> <i>Authorize the Mayor to enter into this agreement for legal services.</i></p>		

## AGREEMENT FOR LEGAL SERVICES

For the purpose of providing legal services and in consideration of the following mutual promises and conditions, the law firm of Porter Foster Rorick LLP (“Attorneys”) and the City of Long Beach (“City”) agree as follows:

1. Services of the Attorneys. The Attorneys shall work for the City at the pleasure of and under the direction of the City Administrator. **Darcey Eilers** will serve as the City Attorney and will direct the services provided under this Agreement.
2. Quality of Services. The Attorneys shall perform all legal services covered by this Agreement in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.
3. Services Provided. The City Attorney shall be principally responsible for performing all legal work for the City, except for prosecution services, municipal bonds, work covered by the City’s risk pool coverage or insurance agreements where separate counsel has been appointed, or work that the City Administrator and City Attorney mutually agree should be handled by separate counsel. The City Attorney may have other attorneys employed by the law firm assist her in the performance of her duties. The following list of duties is illustrative, but not necessarily inclusive, of the services to be performed by the Attorneys:
  - A. Review or draft City ordinances, contracts, resolutions, interlocal agreements, and other legal documents as requested by the City;
  - B. Represent the City in lawsuits and other contested administrative proceedings commenced by or against the City;
  - C. Advise City Councilmembers and staff with regard to legal matters relating to their respective duties for the City and on matters of City business;
  - D. Attend City Council meetings as requested by the Mayor or City Administrator.
4. Fees and Costs.
  - A. The services identified in paragraphs IV(1)-(4) above shall be billed at the regular hourly rate of the attorney providing the service (“Hourly Rates”). Time spent traveling shall also be billed at the attorney’s regular hourly rate, although circumstances requiring travel time are expected to be minimal. Current hourly rates are included on the attached Exhibit A.
  - B. The Attorneys shall not charge for mileage, long distance telephone calls, faxes, office copies, secretarial services, or any other costs that are a part of regular overhead costs. Attorneys shall bill for reimbursement of any outside costs, such as process service and court filing fees, that are specifically incurred on behalf of the City.

- C. Attorneys' current rates expressly account for any taxes, business license fees, or related charges ("charges") imposed on professional service providers by the City and State of Washington. In the event that any such additional charges are imposed during the term of this Agreement, Attorneys shall be entitled to recover any such additional charges as a reimbursable cost item on Attorneys' monthly billing statements.
5. Payment Terms. Fees and costs are due in full from the City upon billing from the Attorneys. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the statement date.
6. Time Records. The Attorneys shall maintain accurate time records describing the services performed and the dates upon which said services were performed, and shall provide a monthly statement to the City setting forth the time expended for such services.
7. Contract Period. This Agreement shall continue until modified or terminated in writing by either party. Each party shall have the right to terminate this contract upon thirty (30) days' written notice.
8. Assignment. Neither party shall assign any or all interest in this Agreement without first obtaining the consent of the other party.
9. Insurance. The Attorneys agree to maintain for the protection of the City a professional errors and omissions insurance policy with a minimum coverage of one million dollars per claim and three million dollars annual aggregate. The City shall defend, indemnify, and hold harmless Attorneys for all claims or actions by third parties arising out of Attorney's work for the City.

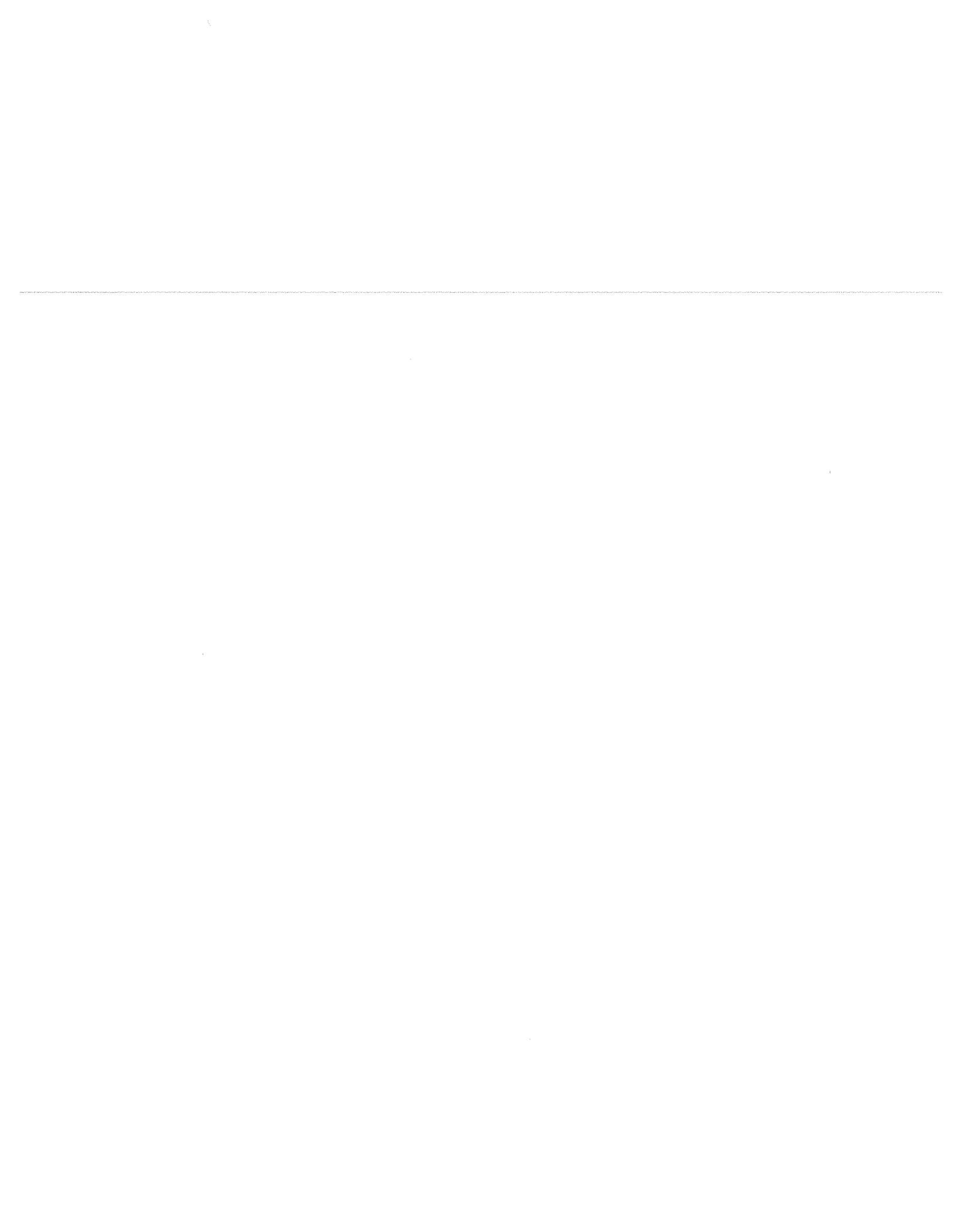
SIGNED this \_\_\_\_\_ day of January, 2017.

CITY OF LONG BEACH

PORTER FOSTER RORICK LLP

By: \_\_\_\_\_

By: \_\_\_\_\_  
Kathleen Haggard



**TAB - E**





**CITY COUNCIL  
AGENDA BILL  
AB 17-05**

**Meeting Date: February 6, 2017**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> Resolution 2017-01 Adopting Financial Policies	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	AS
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST:</b> N/A	Other:	
<p><b>SUMMARY STATEMENT:</b> The proposed financial policy sets financial goals, outlines general policies, revenue policies, expenditure policies, operating budget policies, capital management policies, general accounting policies, debt policies, cash management/investment policies and reserve policies. Policies such as these were recommended by the Washington State Auditor’s Office and were approved by MRSC.</p>		
<p><b>RECOMMENDED ACTION:</b> <i>Approve Resolution 2017-01 adopting financial policies for the City of Long Beach.</i></p>		

## RESOLUTION 2017-01

### A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON, ADOPTING FINANCIAL POLICIES

**WHEREAS**, the City Council wishes to be in compliance with standards set by the Washington State Auditors' office; and

**WHEREAS**, the City Council has the responsibility to report, invest and manage funds appropriately; and,

**WHEREAS**, the City Council wishes to establish a policy governing the financial responsibilities of the city and its staff; now therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON**, that the attached Financial Policies are hereby adopted.

Passed this 6<sup>th</sup> day of February, 2017.

Ayes \_\_\_\_ Nays \_\_\_\_ Absent \_\_\_\_

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Jerry Phillips, Mayor

ATTEST:

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Helen Bell, Clerk/Treasurer

# City of Long Beach

## Financial Policies

### Statement of Purpose

The financial integrity of our City government is of utmost importance. To discuss, write, and adopt a set of financial policies is a key element to maintaining this integrity. Our City has evolved with a variety of financial policies that can be found in many different sources including: City Council Resolutions and Ordinances; Budget documents; and Capital Facilities Programs. The set of policies within this document serve as a central reference point of the most important of our policies, which are critical to the continued financial health of our local government.

Written, adopted financial policies have many benefits, such as assisting the elected officials and staff in the financial management of the City, saving time and energy when discussing financial matters, engendering public confidence, and providing continuity over time as elected officials and staff members change. While these policies will be amended periodically, they will provide the basic foundation and framework for many of the issues and decisions facing the City. They will promote sound financial management and assist in the City's stability, efficiency, and effectiveness.

### Financial Goals

The City of Long Beach's financial goals seek to:

- Ensure the financial integrity of the City
- Manage the financial assets in a sound and prudent manner
- Improve financial information for decision makers at all levels:
  - Policy makers as they contemplate decisions that affect the City on a long-term basis
  - Managers as they implement policy on a day-to-day basis
- Maintain and further develop programs to ensure the long term ability to pay all costs necessary to provide the level and quality of service required by the citizens
- Maintain a spirit of openness and transparency while being fully accountable to the public for the City's fiscal activities

### Financial Policies

Long Beach's financial policies address the following major areas:

- **General Policies**
- **Revenue Policies**
- **Expenditure Policies**
- **Operating Budget Policy**
- **Capital Management Policy**
- **Accounting Policy**
- **Debt Policy**
- **Cash Management/Investment Policy**
- **Reserve Policy**

## **I. General Policies**

1. The City Council may adopt resolutions or ordinances to set financial policies to assure the financial strength and accountability of the City.
2. The Mayor and/or City Administrator shall develop administrative directives and general procedures for implementing the City Council's financial policies.
3. All City Departments will share in the responsibility of meeting policy goals and ensuring long-term financial health. Future service plans and programs will be developed to reflect current policy directives, projected resources, and future service requirements.
4. To attract and retain employees necessary for providing high quality services, the City shall establish and maintain a competitive compensation and benefit package with the public and private sectors.
5. Efforts will be coordinated with other governmental agencies to achieve common policy objectives, share the cost of providing governmental services on an equitable basis, and support favorable legislation at the state and federal level.
6. Initiate, encourage, and participate in economic development efforts to create job opportunities and strengthen the local economy.
7. The City will strive to maintain fair and equitable relationships with its contractors and suppliers.

## **II. Revenue Policies**

*Design, maintain, and administer a revenue system that will assure a reliable, equitable, diversified, and sufficient revenue stream to support desired City services.*

## General Revenues

1. Current expenditures will be funded by current revenues. The City will try to maintain a diversified and stable revenue system to protect programs from short-term fluctuations in any single source.
2. Budgeted revenues will be estimated conservatively using accepted standards and estimates provided by the state, other governmental agencies or reliable economic forecasters when available.
3. General Fund and other unrestricted revenues will not be earmarked for specific purposes, activities or services unless otherwise authorized by City Council or required by law, or generally accepted accounting practices (GAAP). All non-restricted revenues will be deposited into the General Fund and appropriated by the budget process.
4. If revenues from “one-time” or limited duration sources are used to balance the City’s annual operating budget, it is to be fully disclosed and explained at the time the budget is presented. It is the City’s goal to not rely on these types of revenues to balance the operating budget.
5. The City will not use deficit financing and borrowing to support on-going operations in the case of long-term (greater than one year) revenue downturns. Revenue forecasts will be revised and expenses will be reduced to conform to the revised long-term revenue forecast or revenue increases will be considered.
6. The City will follow an aggressive and professional policy of collecting revenues. When necessary, discontinuing service, small claims court, collection agencies, foreclosure, liens and other methods of collection, such as imposing penalties, collection and late charges, may be used.

## Fees and Charges

7. Enterprise and Internal Service operations will be self-supporting.
8. The City will maximize the use of service users’ charges in lieu of ad valorem (property) taxes and subsidies from other City funds, for services that can be identified and where costs are directly related to the level of service provided.

- a. Charges for providing utility services shall be sufficient to finance all operating, capital outlay, and debt service expenses of the City's enterprise funds, including operating contingency, planned capital improvements, and reserve requirements.
- b. Other reimbursable work performed by the City (labor, meals, contracted services, equipment and other indirect expenses) shall be billed at actual or estimated actual cost.
- c. Charges for services shall accurately reflect the actual or estimated cost of providing a specific service. The cost of providing specific services shall be recalculated periodically, and the fee adjusted accordingly. The City shall maintain a current schedule of fees and charges, showing when the fees were last reviewed and/or recalculated. Fees, charges, and utility rates will be reviewed every three years at a minimum.
- d. The City will consider market rates and charges levied by other municipalities for like services in establishing rates, fees, and charges.
- e. Certain fees, such as rental fees, will be based upon market conditions and are not subject to the limitations of cost recovery.

#### Grants and Gifts

- 9. Grant funding for programs or items which address the City's current priorities and policy objectives should be considered to leverage City funds. Inconsistent and/or fluctuating grants should not be used to fund on-going programs.
- 10. Before accepting any grant, the City shall thoroughly consider the implications in terms of ongoing obligations that will be required in connection with acceptance of said grant.
- 11. All grants and other federal and state funds shall be managed to comply with the laws, regulations, and guidance of the grantor.

### **III. Expenditure Policies**

*Identify priority services, establish appropriate service levels, and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of services.*

1. The City will strive to adopt an annual General Fund budget in which current expenditures do not exceed current projected revenues. Capital expenditures may be funded from one-time revenues.
2. Department Directors are responsible for managing their budgets within the total appropriation for their department.
3. The City will take immediate corrective actions if at any time during the fiscal year expenditure and revenue re-estimates are such that an operating deficit is projected at year-end. Corrective actions can include a hiring freeze, expenditure reductions, fee increases, or use of contingencies. The City Council may approve a short-term interfund loan or use of one-time revenue sources to address temporary gaps in cash flow, although this will be avoided if possible.
4. Long-term debt or bond financing shall not be used to finance current operating expenditures.
5. The City will assess funds for services provided internally by other funds. Interfund service fees charged to recover these costs will be recognized as revenue to the providing fund.
6. Emphasis will be placed on improving individual and work group productivity rather than adding to the work force. The City will invest in technology and other efficiency tools to maximize productivity. The City will hire additional staff only after the need for such positions has been demonstrated and documented.
7. All compensation planning and collective bargaining will focus on the total cost of compensation which includes direct salary, health care benefits, pension contributions, and other benefits which are a cost to the City.
8. Periodic comparisons of service delivery will be made to ensure that quality services are provided to our citizens at the most competitive and economical cost. Privatization and contracting with other governmental agencies will be evaluated as alternatives to service delivery where appropriate. Programs that are determined to be inefficient and/or ineffective shall be reduced in scope or eliminated.

9. Whenever feasible, government activities will be considered enterprises if so doing will increase efficiency of service delivery or recover the cost of providing the service from the benefiting entity by user fees.
  10. The City will make every effort to maximize any discounts offered by creditors/vendors. Staff will also use competitive bidding per the Purchasing Policy to attain the best possible price on goods and services.
- 

#### **IV. Operating Budget Policies**

1. The City Council will adopt and maintain a balanced annual operating budget.
2. The City will strive to adopt a budget where current annual operating revenues will be equal to or greater than current operating expenditures.
3. Balanced revenue and expenditure forecasts will be prepared to examine the City's ability to absorb operating costs due to changes in the economy, service demands, contractual obligations, and capital improvements. The forecast will encompass five years and will be updated annually.
4. In the event a balanced budget is not attainable, and the cause of the imbalance is expected to last for no more than one year, the planned use of reserves to balance the budget is permitted. In the event that a budget shortfall is expected to continue beyond one year, the planned use of reserves must be developed as part of a corresponding strategic financial plan to close the gap through revenue increases or expenditure decreases.
5. Any year-end operating surpluses will revert to unappropriated balances for use in maintaining reserve levels set by policy and will be available for capital expenditures and/or "one-time" only General Fund expenditures.
6. The City will provide for adequate maintenance and the orderly replacement of capital assets and equipment. Fleet and equipment replacement will be accomplished through the use of a "rental" rate structure. The rates will be revised annually to ensure that charges to operating departments are sufficient for the replacement of the vehicles and equipment.
7. The operating budget shall serve as the annual financial plan for the City. It will serve as the policy document of the City Council for implementing Council goals

and objectives. The budget will provide the staff the resources necessary to accomplish City Council determined service levels.

8. As mandated by RCW 35A.33.135, the Mayor shall annually present a proposed operating budget to the City Council on or before the first Monday in October. The City Council must adopt by ordinance a final balanced budget no later than the first Monday in December.
9. Funds may not be expended or encumbered for the following fiscal year until the budget has been adopted by the City Council.
10. Budget control and accountability is maintained at the departmental level.
11. The Mayor has the authority to approve appropriation transfers between programs or departments within a fund. In no case may total expenditures of a particular fund exceed that which is appropriated by the City Council without a budget amendment. Amendments to the budget are approved by the City Council.

## **V. Capital Management Policies**

*Review and monitor the state of the City's capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, funding alternatives, and availability of resources.*

### Capital Facilities Plan

1. The City will develop a Capital Facilities Plan (CFP) as defined and required by RCW 36.70A.070 which is consistent with the City Comprehensive Plan. The plan shall be for a period of six years.
2. The CFP will include all projects to maintain public capital facilities required to maintain service levels at standards established by the City Council. It may also include for consideration such other projects as requested by the Mayor or City Council.
3. The CFP will provide details on each capital project plan including estimated costs, sources of financing and a full description of the project.

4. The City will finance only those capital improvements that are consistent with the adopted CFP and City priorities. All capital improvement operating and maintenance costs will be included in operating budget forecasts.
5. A status review of the CFP will be conducted annually and a report will be presented by the Community Development Director or his/her designee, to the City Council.

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#### Capital Asset Management

6. The City will maintain its capital assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs. The budget will provide for adequate maintenance and orderly replacement of capital assets from current revenues where possible.
7. The capitalization threshold used in determining if a given asset qualifies for capitalization is \$5,000 per item with a useful life of over one year. These items must be reported and maintained according to the City of Long Beach Fixed Assets Policy.
8. Minor equipment that falls below the \$1,000 threshold but is subject to shrinkage will be accounted for on the City's inventory list.
9. The Finance Department will conduct an annual physical count/inspection of all capital assets.
10. Adequate insurance will be maintained on all capital assets consistent with the results of the annual physical count/inspection.

#### **VI. Accounting Policies**

*Comply with prevailing federal, state, and local statutes and regulations. Conform to a comprehensive basis of accounting in compliance with Washington State statutes and with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB), and the Government Finance Officers Association (GFOA) where applicable.*

1. The City uses the cash basis of accounting which is a departure from generally accepted accounting principles (GAAP).

2. The City will maintain expenditure categories according to state statute and administrative regulation. The City will use the “Budgeting, Accounting & Reporting System” (BARS) prescribed by the State Auditor for its revenue and expenditure classification.
3. Quarterly budget reports showing the current status of revenues and expenditures will be prepared and distributed to appropriate legislative, staff and management personnel in a timely manner and made available for public inspection.
4. Electronic financial systems will be maintained to monitor revenues, expenditures, and program performance on an ongoing basis.
5. The Annual Financial Report will be prepared and submitted to the State Auditor’s Office no later than 150 days from the end of the preceding fiscal year.
6. The Annual Financial Report will be prepared on the basis of accounting that demonstrates compliance with Washington State statutes and the BARS manual prescribed by the State Auditor, which is a comprehensive basis of accounting other than generally accepted accounting principles. The report will provide full disclosure of all financial activities and related matters.
7. An annual audit shall be performed by the Washington State Auditor’s Office, which will issue an official opinion on the annual financial statements, along with a report on accountability for public resources and compliance with state laws and regulations and its own policies and procedures.
8. The City’s budget should satisfy criteria as a financial and programmatic policy document, as a comprehensive financial plan, as an operations guide for all organizational units, and as a communications device for all significant budgetary issues, trends and resources. It should be a goal of the Finance Department to submit the budget document to the Washington Finance Officers Association (WFOA) or Government Finance Officers Association (GFOA) Distinguished Budget Presentation program.

## **VII. Debt Policies**

*Establish guidelines for debt financing that will provide needed capital equipment and infrastructure improvements while minimizing the impact of debt payments on current revenues.*

1. The City will not use long-term debt to pay for current operations. The use of bonds or certificates of participation will only be considered for significant capital and infrastructure improvements.
2. The term of the debt shall never extend beyond the useful life of the improvements to be financed.
3. General obligation debt will not be used for self-supporting enterprise activity.
4. The general policy of the City is to fund general-purpose public improvements and capital projects that cannot be financed from current revenues with voter approved general obligation debt. Non-voter approved debt may be utilized when a dedicated revenue source other than general revenue can be identified to pay debt service expenses.
5. The general policy of the City is to establish debt repayment schedules that use level annual principal and interest payments.
6. Interest earnings on bond proceeds will be limited to 1) funding the improvements specified in the authorizing bond ordinance, or 2) payment of debt service on the bonds.
7. Proceeds from debt will be used in accordance with the purpose of the debt issue. Funds remaining after the project is completed will be used in accordance with the provisions stated in the bond ordinance that authorized the issuance of the debt.
8. The City will use the most prudent methods of acquiring capital outlay items, including the use of lease-purchase agreements. In no case will the City lease purchase equipment whose useful life is less than the term of the lease.
9. The City will maintain its bond rating at the highest level fiscally prudent, so that future borrowing costs are minimized and access to the credit market is preserved. The City will encourage and maintain good relations with financial bond rating agencies and will follow a policy of full and open disclosure.

### **VIII. Cash Management and Investment Policies**

*Manage and invest the City's operating cash to ensure its legality, safety, provide for necessary liquidity, avoid imprudent risk, and optimize yield.*

1. Cash and Investment programs will be maintained in accordance with City regulations and will ensure that proper controls and safeguards are maintained. City funds will be managed in a prudent and diligent manner with an emphasis on safety of principal, liquidity, and financial return on principal, in that order.
2. The City will develop and adopt an investment policy.
3. The City will make deposits daily as needed but have the option to only deposit weekly per cash flow. All deposit documentation must be kept up-to-date and in a designated location determined by the City Clerk/Treasurer.
4. Monthly reports will be prepared and distributed to all departments and the City Council showing cash position, and year-to-date budgeted and actual expenditures.
5. The City will review internal controls annually or as needed.

#### **VIII. Reserve Policies**

*Maintain the reserves an ending fund balances of the various operating funds at levels sufficient to protect the City's credit as well as its financial position from emergencies.*

1. At each fiscal year end the remaining dollars left in each fund that are undesignated and unencumbered constitute available reserves of the City.
2. The City will include all fund balances in the annual budget.

#### Strategic Reserve

3. The City's goal shall be to establish and maintain a General Operating Strategic Reserve of at least 11 percent of the General Fund and General-Fund supported operating budgets.
4. The reserve is defined as an emergency or cash flow reserve to fund one-time, emergency, or unanticipated expenditure requirements or offset unanticipated revenues fluctuations occurring in the fiscal year or one-time revenue losses.
5. Annual contributions can be budgeted from the General Fund resources as available to establish and maintain the target reserve level.

6. All expenditures drawn from the reserve account shall require prior Council approval unless previously authorized by the City Council for expenditure in the annual budget.

#### General Fund

7. The City's goal shall be to maintain a General Fund ending fund balance of at least 11 percent of the budgeted General Fund operating revenues.
- 

#### Additional Reserves

8. Additional reserve accounts may be created by the City Council to be set aside for specific purposes or special projects, for known significant future expenditures, or as general operational reserves.

**TAB — F**





**CITY COUNCIL  
AGENDA BILL  
AB 17-06**

**Meeting Date: February 6, 2017**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT:</b> Resolution 2017-02 Establishing a Fixed Assets and Inventory Policy	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	AS
	Fire Chief	
	Police Chief	
<b>COST:</b> N/A	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
	Other:	
<p><b>SUMMARY STATEMENT:</b> The proposed fixed assets and inventory policy outlines how fixed assets should be management by department representing accountability on each level. This policy also mandates an internal annual inventory audit, again requiring each department to be responsible for equipment assigned their respective areas. This again is recommended by the SAO.</p>		
<p><b>RECOMMENDED ACTION:</b> <i>Approve Resolution 2017-02 establishing a Fixed Assets and Inventory Policy for the City of Long Beach.</i></p>		

## RESOLUTION 2017-02

### A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON, ESTABLISHING A FIXED ASSET AND INVENTORY POLICY.

WHEREAS, the City Council wishes to be in compliance with standards set by the Washington State Auditors' office; and

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WHEREAS, the City Council has the responsibility to properly inventory and track the City's fixed assets in accordance with standard accounting practices; and

WHEREAS, the City Council must assure that those responsibilities are carried out in the public's best interest by the City; and

WHEREAS, the City Council wishes to establish policy governing the inventory of the City's fixed assets; now therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON,** that the attached Fixed Asset and Investment Policy is hereby adopted.

Passed this 6<sup>th</sup> day of February, 2017.

Ayes \_\_\_\_ Nays \_\_\_\_ Absent \_\_\_\_

---

Jerry Phillips, Mayor

ATTEST:

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Helen Bell, Clerk/Treasurer

**THE CITY OF  
LONG BEACH  
FIXED ASSETS  
POLICY AND PROCEDURES**

The following policies and procedures document a fixed asset system designed to comply with all statutory requirements *and* increase control over those assets for which the city has stewardship responsibility. The intent of these policies is to obtain accountability over our assets, provide centralized documentation for insurance purposes, meet financial reporting needs, and generate asset management information.

**IPOLICY**

It is the policy of the city to maintain accountability over all tangible fixed assets having a life exceeding one year and costing \$5,000 (including tax) or more. The City Clerk shall maintain asset records provided by the various city departments/funds, such records to be verified by a physical inventory at least once a year by each department.

**A. PURPOSE**

A fixed asset inventory system gathers information allowing preparation of financial statements in accordance with generally accepted accounting principles. The system should provide adequate stewardship over its resources through control and accountability of the fixed assets.

**B. GENERAL**

Assets in the system includes all land, buildings, machinery and equipment valued at \$5,000 or more (including sales tax). Small tools and equipment or attractive items (cameras, radios, etc.) under \$5,000 will be maintained by each department in their own data base and will be governed by a separate policy.

**C. RESPONSIBILITY OF DEPARTMENT HEADS**

The City Clerk will establish a fixed assets system *and* prepare guidelines for the annual inventory. By January 31st of each year the Clerk's Office will supply department heads or the Mayor with a preliminary worksheet of assets as of December 31st of the prior year. Department heads or the Mayor shall assign inventory teams to conduct a physical inventory of all assets that will be reviewed by the supervisor to test its validity.

Each department/fund will notify the Clerk of any additions, deletions, interdepartmental transfers, modifications, or leases of

Involuntary conversion (fire, flood, etc.). Due to the monetary value, assets deleted from the fixed asset system, whatever the reason, will require authorization from both the department head and the Mayor.

The department head controlling the asset is the only one in position to trigger removal from the Fixed Asset records. Removal is accomplished by filling out the disposal section of the Asset Control sheet (Addendum No. 2) and obtaining authorizing signatures from the department head and the Mayor, and then forwarding it to the Clerk's office.

Items disappearing mysteriously may require additional reports to the police department, Mayor, and Insurance Company. Deletions brought about as a result of natural disasters would require reporting to the insurance provider for an eventual reimbursement claim.

#### C. TRANSFERS

Occasional transfers of property between departments, individuals within a department funds will occur. The original controlling department /fund is accountable for all assets in its inventory and for initiating a notice of transfer. Interdepartmental transfers involving a proprietary fund (I.e. Water/Sewer) need to have a transfer of money. The sale price will be fair market value, which may result in a gain or a loss on sale of fixed assets. interdepartmental transfers or intergovernmental (i.e. city to County or State) do not require the city to declare the item surplus or to do a public notice.

#### D. MODIFICATIONS

Larger assets such as major pieces of equipment, water or sewer lines, and many buildings are often modified to increase their lifetime or usefulness. Modifications may include partial additions or deletions, major repairs (new engine for fire truck), or component replacement (new roof, heating system, etc.).

Several vouchers may be prepared for the modification as the work is in progress. Therefore, it is very important to notify the Clerk's office that modifications are coded as capital outlay and a copy of voucher is given to the Clerk's office when the item has been paid for. The inventory number should be included on the voucher of the equipment; building or other structure reflecting what is being modified.

#### E. INVENTORY

department /fund shall notify the Finance Department, who will give a copy to the Mayor and Police. Ninety days after notification, If the item hasn't been found, the department/fund will send an Asset control form to the Clerk's office so they may remove the asset from the asset inventory. Copies of the report will be sent to the Mayor, City Council and Department Head.

#### **G. DONATED ASSETS**

Assets are sometime donated to the City. If the donation is cash to be used in conjunction with the construction of a specific asset, the donation is reported as revenue (367 contribution and donations from private sources) in governmental funds; in proprietary funds, such donations are treated as contributed capital.

If the asset donated is other than cash, its estimated fair value must be determined and recorded as contributed capital in a proprietary fund. In governmental funds, the proper treatment of the donation of fixed assets depends upon the government's plans for those assets. If the government intends to retain the fixed assets, they would be recorded directly in the General Fixed Asset Account Group (GFAAG), with no effect on the governmental fund.

#### **H. MISCELLANEOUS**

For unusual transactions not specifically addressed with these procedures, the City will follow the BARS manual's guidelines.

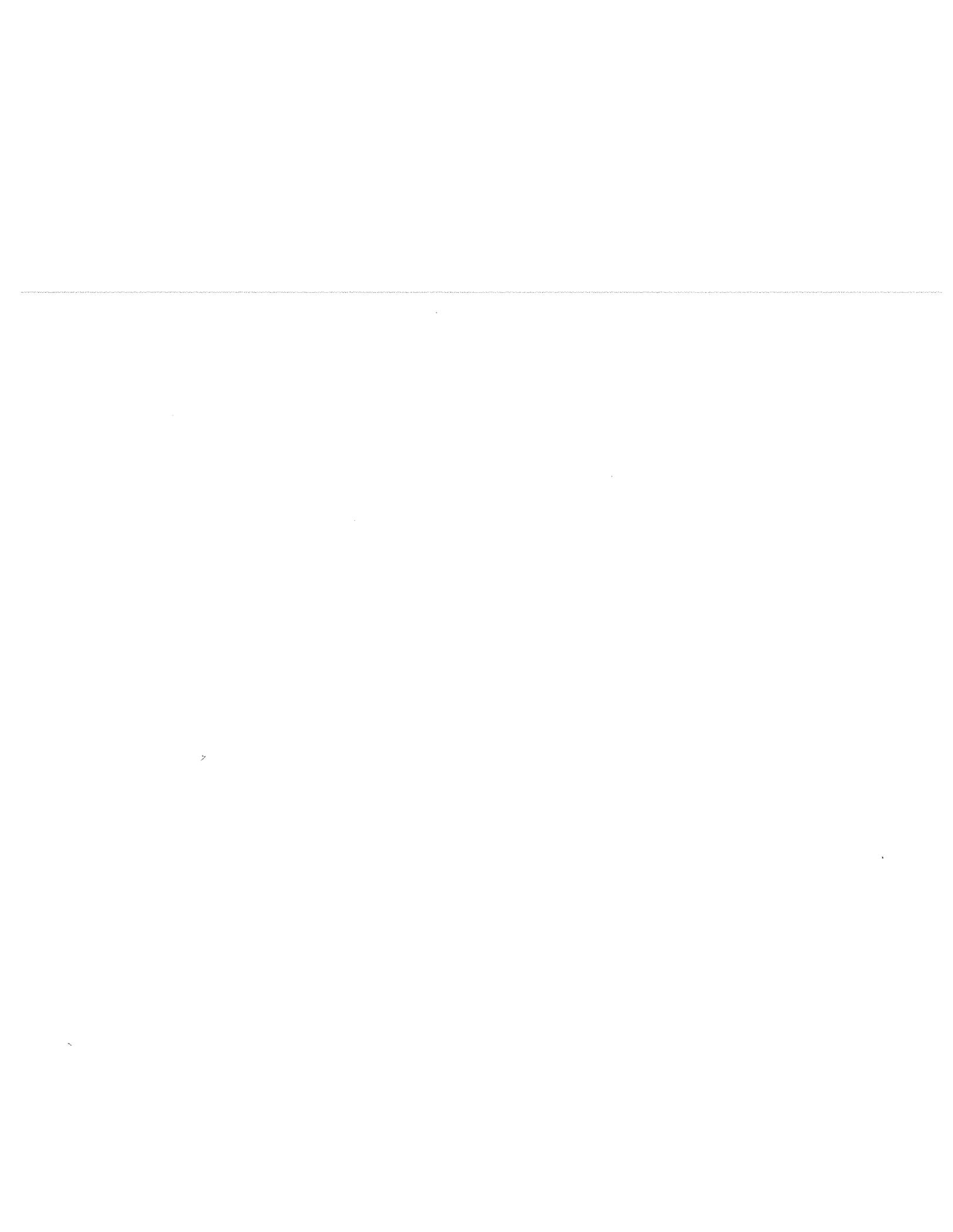
#### **ADDENDUM #1**

The city's property identification numbers are assigned by the Clerk's office for uniformity and must be unique to a single property item. Each department /fund should maintain a register of ID numbers that identify assets under their control.

The software for the Fixed Asset program uses a 4-character field that is made up of numeric characters.

#### **ADDENDUM #2**

Any time an asset is added, deleted, or transferred, an Asset Control Sheet will be prepared by the department /fund in control of the asset. The form will be attached to the voucher submitted to the Clerk's Office with copies of bid or quote information. A copy of the Asset Control Sheet, voucher, bid or quote information and a copy of the invoice will also be sent to the Finance Department at the same time. The Clerk will assign an inventory number and notify the controlling department /fund to attach an inventory tag. This tag will be placed on the upper right hand corner if possible.



**TAB – G**





**CITY COUNCIL  
AGENDA BILL  
AB 17-07**

**Meeting Date: February 6, 2017**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> Resolution 2017-03 Adopting an Investment Policy	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	AS
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST:</b> N/A	Other:	

**SUMMARY STATEMENT:** The proposed investment policy outlines what investments could be made, who can authorize them, when it would be appropriate to make such an investment, guidelines to make an investment, reporting the investment and other related information. This policy is important to have in place as a time may come when the city might have excess funds and the ideal way to allocate them would be an investment of some sort.

**RECOMMENDED ACTION:** *Approve Resolution 2017-03 adopting an Investment Policy for the City of Long Beach.*

## RESOLUTION 2017-03

### A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON, ESTABLISHING AN INVESTMENT POLICY.

**WHEREAS**, the City Council wishes to be in compliance with standards set by the Washington State Auditors' office; and

**WHEREAS**, the City has the ability to invest excess funds as deemed appropriate by both the City Clerk/Treasurer and City Administrator; and

**WHEREAS**, the City Council must assure that those responsibilities are carried out in the public's best interest by the City; and

**WHEREAS**, the City Council wishes to establish policy governing the Investments and the authority with which those investments are made; now therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON**, that the attached Investment Policy is hereby adopted.

Passed this 6<sup>th</sup> day of February, 2017.

Ayes \_\_\_\_ Nays \_\_\_\_ Absent \_\_\_\_

\_\_\_\_\_  
Jerry Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Helen Bell, Clerk/Treasurer

# City of Long Beach Investment Policy

## I. POLICY

It is the policy of the City of Long Beach to invest public funds in a manner which will provide maximum security with the highest investment return while meeting daily cash flow demands and conforming to all state and local statues governing the investment of public funds.

## II. SCOPE

This investment policy applies to all financial assets of City of Long Beach and any possible junior taxing districts. These funds could include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Trust and Agency Funds
- Debt Service Funds (Unless prohibited by Bond indentures)
- Any new fund created by City/County ordinance, unless specifically exempted

Should bond covenants be more restrictive than this policy, funds shall be invested in full compliance with those restrictions.

## III. PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “**Prudent Person**” standard and shall be applied in the context of managing an overall portfolio under prevailing economic conditions at the moment of investment commitments. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

In determining whether an Investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than a consideration as to the prudence of a single investment, and, whether the investment decision was consistent with the written investment policy of the entity.

# City of Long Beach Investment Policy

## IV. OBJECTIVES

The primary objectives, in priority order, of the City of Long Beach investment activities shall be:

**Safety**: Safety of principal is the foremost objective of the Clerk/Treasurer's investment program. Investments of the City of Long Beach will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To obtain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

**Liquidity**: The portfolio will remain sufficiently liquid to enable the City to meet all cash requirements that might reasonably be anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

**Return on Investment**: The Investment portfolio shall be designed with the objective of attaining a market rate of return through budgetary and economic cycles, taking into account the City's investment risk constraints and liquidity needs. Return on investments is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair rate of return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize the loss of principal.
- A security swap would improve the quality, yield, or target duration of the portfolio.
- Liquidity needs of the portfolio require that the security be sold early.

## V. DELEGATION OF AUTHORITY

- A. The Clerk/Treasurer will be the Investment Officer whose responsibilities will include initiating daily transactions in the investment portfolio based on liquidity and cash flow requirements of the city. The City's investment procedures are contained in this Investment Policy.
- B. No person may initiate investment transactions on behalf of the Clerk/Treasurer without the express written consent of the Clerk/Treasurer.

# City of Long Beach Investment Policy

## VI. ETHICS AND CONFLICTS OF INTEREST

- A. The Clerk/Treasurer will recognize that the investment portfolio is subject to public review and evaluation. The overall program will be designed and managed with a degree of professionalism that is worthy of the public trust.
- B. Officers and employees involved in the investment process shall refrain from personal business activity that may conflict with the proper execution of the investment program, or may impair their ability to make impartial investment decisions. Investment officials shall disclose to the Clerk/Treasurer any material financial interests in financial institutions that conduct business with the City, and they will further disclose any personal financial or investment positions that could be related to the performance of the City portfolio, particularly with regard to the timing of purchases and sales.

## VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

- A. Selection of a primary bank for the City of Long Beach general banking services will be made by the City Council per RCW 35A.40.030.
- B. The Clerk/Treasurer will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

As required by state law, (RCW 39.58), certificates of deposit will be purchased only from those institutions approved by the Washington Public Deposit Protection Commission (PDPC) as eligible for deposit of public funds. The Clerk/Treasurer will annually adopt the eligibility list provided by the PDPC as the approved depository list.

The maximum amount placed with any one depository will not exceed the net worth of the institution as determined by the PDPC.

Qualified broker/dealers and financial institutions will be reviewed and selected by the Clerk/Treasurer on a routine basis. All brokers/dealers and financial institutions who desire to do business with the City of Long Beach must supply the Clerk/Treasurer with the following:

1. Annual audited financial statements.
2. Proof of FINRA (Financial Industry Regulatory Authority) certification.
3. Proof of registration with the State of Washington.
4. A certification of having read the City of Long Beach Investment Policy.

# City of Long Beach Investment Policy

The Clerk/Treasurer will conduct an annual review of the financial condition of the firms. A current audited financial statement is required to be on file for each financial institution and broker/dealer with whom the City/County invests.

## VIII. AUTHORIZED INVESTMENTS

- U.S. Treasury Obligations
- U.S. Government Agency obligations and U.S. Government Sponsored Enterprises (GSE's) which may include, but are not limited to the following: Federal Farm Credit Bank (FFCB), Federal Home Loan Bank (FHLB), Government National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Student Loan Marketing Corporation (SLMA), Tennessee Valley Authority (TVA),
- Non-negotiable Certificates of Deposit of financial institutions which are qualified public depositories as defined by RCW 39.58.010(2) and in accordance with the restrictions therein.
- Washington State Local Government Investment Pool (LGIP). The City of Long Beach Clerk/Treasurer will keep on file the most recent LGIP Investment Policy and operations manual. This policy will be assessed for safety of funds on deposit with the LGIP and risks associated with investment strategies. In addition, the LGIP will complete a questionnaire for the City of Long Beach Clerk/Treasurer which will include the following: a description of eligible securities; how interest and fees are calculated; how gains and losses are calculated; a description of how the securities are safeguarded, how often the securities are priced, and how often the program is audited; deposit and withdrawal restrictions; and information regarding how bond proceeds are accounted for in the LGIP.
- And other investments authorized by law

## IX. SAFEKEEPING AND CUSTODY

- A. Safekeeping:**  
Securities will be held by an independent third-party custodian selected by the Clerk/Treasurer. Safekeeping receipts will evidence all transactions.
- B. CD's:**  
Certificates of deposit will be held by the Clerk/Treasurer.

# City of Long Beach Investment Policy

## X. DIVERSIFICATION

It is the policy of the City of Long Beach to diversify its investment portfolio. To eliminate risk of loss resulting from the over-concentration of assets in a specific maturity, issuer or class of securities, all cash and cash equivalent assets in all funds shall be diversified by maturity, issuer and by the class of security. Diversification strategies shall be determined and revised periodically by the investment committee for all funds. In establishing specific diversification strategies, the following constraints shall apply:

	Max. % of <u>Portfolio</u>
Washington State Local Government Investment Pool	100%
U.S. Treasury Obligations	100%
Federal Agency securities	90%
Municipal Investment Accounts	40%
Certificates of Deposit (CDs)	40%

## XI. SALE OF PORTFOLIO

Any major changes in Investment Strategy including the liquidation of the portfolio shall require a recommendation by the City Administrator to the City Council for a majority vote.

## XII. MATURITIES

To the extent possible and to preclude sales of securities that could result in a loss, investments will be made to coincide with anticipated cash flow requirements. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as the Local Government Investment Pool, money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

- A. To this extent, 20% of the portfolio, at the time of investment, will be comprised of investments maturing within a year.

## City of Long Beach Investment Policy

- B. Satisfying this requirement, remaining funds may be invested in authorized securities not to exceed five years in maturity, except when compatible with a specific fund's investment needs.
- C. To ensure additional liquidity and provide for ongoing market opportunity the weighted average maturity of the overall portfolio shall not exceed five years without the prior written approval of the City Administrator.

### **XIII. INTERNAL CONTROL**

The Clerk/Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets are protected from loss, theft or misuse. The Clerk/Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures. The internal controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial Safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Development of a wire transfer agreement with the lead bank and third-party custodian

### **XIV. PROCEDURES**

Day-to-day procedures concerning investment management and accounting are outside the scope of this policy. As deemed necessary, the Clerk/Treasurer will establish written procedures for the operation of the investment program consistent with this policy.

### **XV. REPORTING**

At least quarterly, a report will be submitted to the City Council for their review, summarizing the current position of the portfolio for the City of Long Beach. The Clerk/Treasurer shall report to the committee current investment strategy being followed and recent economic conditions and market developments which have a bearing on this strategy. This management report will be prepared in a manner which will allow the Finance Committee to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will include:

## City of Long Beach Investment Policy

- A listing of individual securities held at the end of the reporting period by authorized investment category
- Asset allocation of types of securities

### XVI. INVESTMENT POLICY ADOPTION

The City of Long Beach Investment Policy shall be adopted by a majority vote of the Long Beach City Council. The policy shall be reviewed periodically by the City Administrator and the Council must approve any modifications.

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Jerry Phillips, Mayor

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Helen Bell, City Clerk/Treasurer

# City of Long Beach Investment Policy

## GLOSSARY

**ACCRUED INTEREST** - The interest accumulated on a bond since issue date or the last coupon payment. The buyer of the bond pays the market price and accrued interest, which is payable to the seller.

**AGENCY** - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally Sponsored Agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. (Also see **FEDERAL AGENCY SECURITIES** and **GOVERNMENT SECURITY**)

**AMORTIZATION** - In portfolio accounting, periodic charges made against interest income on premium bonds in anticipation of receipt of the call price at call or of par value at maturity.

**ASSET** - Available property, as for payment of debts

**AVERAGE MATURITY** - A weighted average of the expiration dates for a portfolio of debt securities. An income fund's volatility can be managed by shortening or lengthening the average maturity of its portfolio.

**BANK WIRE** - A virtually instantaneous electronic transfer of funds between two financial institutions.

**BANKERS ACCEPTANCES (BAs)** - Bankers Acceptances generally are created based on a letter of credit issued in a foreign trade transaction. They are used to finance the shipment of commodities between countries as well as the shipment of some specific goods within the United States. BAs are short-term, non-interest bearing notes sold at a discount and redeemed by the accepting bank at maturity for full face value. These notes trade at a rate equal to or slightly higher than Certificates of Deposit (CDs), depending on market supply and demand.

Bankers Acceptances are sold in amounts that vary from \$100,000 to \$5,000,000, or more, with maturities ranging from 30 - 270 days. They offer liquidity to the investor as it is possible to sell BAs prior to maturity at the current market price.

**BASIS POINT** - A measure of an interest rate, i.e., 1/100 of 1 percent, or .0001.

**BID** - The indicated price at which a buyer is willing to purchase a security or commodity. When selling a security a bid is obtained. (See Offer)

**BOND** - A long-term debt security, or IOU, issued by a government or corporation that generally pays a stated rate of interest and returns the face value on the maturity date.

**BOOK ENTRY SECURITIES** - U.S. government and federal agency securities that do not exist in definitive (paper) form; they exist only in computerized files maintained by the Federal Reserve Bank.

**BOOK VALUE** - The amount at which an asset is carried on the books of the owner. The book value of an asset does not necessarily have a significant relationship to market value.

**BROKER** - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides.

**CERTIFICATES OF DEPOSIT** - Certificates of Deposit, familiarly known as CDs, are certificates issued against funds deposited in a bank for a definite period of time and earning a specified rate of return. Certificates of Deposit bear rates of interest in line with money market rates current at the time of issuance.

**COLLATERAL:** Property (as securities) pledged by a borrower to protect the interest of the lender.

**COMPETITIVE BID PROCESS** - A process by which three or more institutions are contacted via the telephone to obtain interest rates for specific securities.

**CREDIT QUALITY** - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

## City of Long Beach Investment Policy

**CREDIT RISK** - The risk that another party to an investment transaction will not fulfill its obligations. Credit risk can be associated with the issuer of a security, a financial institution holding the entity's deposit, or a third party holding securities or collateral. Credit risk exposure can be affected by a concentration of deposits or investments in any one investment type or with any one party.

**CUSTODIAN** - An independent third party (usually bank or trust company) that holds securities in safekeeping as an agent for the county.

**DEALER** - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DEFEASE** - To discharge the lien of an ordinance, resolution, or indenture relating to a bond issue, and in the process, render inoperative restrictions under which the issuer has been obliged to operate. Comment: Ordinarily an issuer may defease an indenture requirement by depositing with a trustee an amount sufficient to fully pay all amounts under a bond contract as they become due.

**DELIVERY** - The providing of a security in an acceptable form to the County or to an agent acting on behalf of the County and independent of the seller. Acceptable forms can be physical securities or the transfer of book entry securities. The important distinction is that the transfer accomplishes absolute ownership control by the County

**DELIVERY VS PAYMENT** - There are two methods of delivery of securities: Delivery vs. payment and delivery vs. receipt (also called free). Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange of a signed receipt for the securities.

**DEPOSITARY** - A person to whom something is entrusted, a depository.

**DEPOSITORY BANK** - A local bank used as the point of deposit for cash receipts.

**DEPOSITORY INSURANCE** - Insurance on deposits with financial institutions. For purposes of this policy statement, depository insurance includes: a) Federal depository insurance funds, such as those maintained by the Federal Deposit Insurance Corporation (FDIC) AND Federal Savings and Loan Insurance Corporation (FSLIC); and b) Public Deposit Protection Commission.

**DISCOUNT** - 1. (n.) selling below par; e.g., a \$1000 bond selling for \$900. 2. (v.) anticipating the effects of news on a security's value; e.g., "The market had already discounted the effect of the labor strike by bidding the company's stock down."

**DIVERSIFICATION** - Dividing available funds among a variety of securities and institutions so as to minimize market risk.

**EFFECTIVE RATE** - The yield you would receive on a debt security over a period of time taking into account any compounding effect.

**FACE VALUE** - The value of a bond stated on the bond certificate; thus, the redemption value at maturity. Most bonds have a face value, or par, of \$1,000.

**FEDERAL AGENCY SECURITIES** - Several government-sponsored agencies, in recent years, have issued short and long-term notes. Such notes typically are issued through dealers, mostly investment banking houses. These Federal government-sponsored agencies were established by the U.S. Congress to undertake various types of financing without tapping the public treasury. In order to do so, the agencies have been given the power to borrow money by issuing securities, generally under the authority of an act of Congress. These securities are highly acceptable and marketable for several reasons, mainly because they are exempt from state, municipal and local income taxes. Furthermore, agency securities must offer a higher yield than direct Treasury debt of the same maturity to find investors, partly because these securities are not direct obligations of the Treasury.

The main agency borrowing institutions are the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank System (FHLB), and the Federal Farm Credit System (FFCS).

## City of Long Beach Investment Policy

**FNMA - FEDERAL NATIONAL MORTGAGE ASSOCIATION** - issues notes tailored to the maturity needs of the investor. Maturities range from 30 days up to 30 years. These notes are made attractive by their denominations from \$5,000 to \$1 million.

**FHLB - FEDERAL HOME LOAN BANK SYSTEM** - consists of twelve Federal Home Loan Banks, issues, in addition to long-term bonds, coupon notes with maturities of up to one year. Their attractiveness stems from their investment denominations of \$10,000 to \$1 million.

**FEDERAL DEPOSIT INSURANCE (FDIC)** - A Federal institution that insures bank deposits. The current limit is up to \$100,000 per depository account.

**FEDERAL FUNDS RATE** - The rate of interest at which Fed Funds are traded between banks. Fed Funds are excess reserves held by banks that desire to invest or lend them to banks needing reserves. The particular rate is heavily influenced through the open market operations of the Federal Reserve Board. Also referred to as the "Fed Funds rate."

**FEDERAL HOME LOAN BANKS (FHLB)** - The institutions that regulate and lend to savings and loan associations.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)** - FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a Federal corporation working under the auspices of the Department of Housing and Urban Development, HUD. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL RESERVE SYSTEM** - The central bank of the United States which has regulated credit in the economy since its inception in 1913. Includes the Federal Reserve Bank, 14 district banks and the member banks of the Federal Reserve, and is governed by the Federal Board.

**FINANCIAL INSTITUTIONS** - Establishments that include the circulation of money, the granting of credit, the making of investments, and the provision of banking facilities.

**FISCAL AGENCY** - A financial institution that handles certain bond and coupon redemptions on behalf of Whatcom County.

**GINNIE MAES (GNMAs)** - Mortgage securities issued and guaranteed, as to timely interest and principal payments, by the Government National Mortgage, an agency within the Department of Housing and Urban Development (HUD).

**GOVERNMENT SECURITY** - Any debt obligation issued by the U.S. government, its agencies or instrumentalities. Certain securities, such as Treasury bonds and Ginnie Maes, are backed by the government as to both principal and interest payments. Other securities, such as those issued by the Federal Home Loan Mortgage Corporation, or Freddie Mac, are backed by the issuing agency.

**HAIRCUT** - This term describes the way brokers and clients protect themselves from market risk in doing repos. An entity wanting to finance the purchase of \$100 million in Treasury bonds may borrow just \$98 million of the money. The two percent difference between the amount of securities purchased and the amount of money borrowed is the haircut. Similarly, an entity looking to borrow \$100 million may need to provide, as collateral, Treasury securities with a market price equal to \$102 million.

**LIQUIDATION** - Conversion into cash.

**LIQUIDITY** - Refers to the ease and speed with which an asset can be converted into cash without a substantial loss in value.

**LOSS** - The excess of the cost or book value of an asset over selling price.

## City of Long Beach Investment Policy

**LOCAL GOVERNMENT INVESTMENT POOL (LGIP)** - The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

**MARK-TO-MARKET** - An adjustment in the valuation of a securities portfolio to reflect the current market values of the respective securities in the portfolio. This process is also used to ensure that margin accounts are in compliance with maintenance.

**MARKETABILITY** - Ability to sell large blocks of money market instruments quickly and at competitive prices.

**MARKET RISK** - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value. The risk that the market value of an investment, collateral protecting a deposit, or securities underlying a repurchase agreement will decline.

**MARKET VALUE** - The price at which a security is trading and could presumably be sold.

**MASTER REPURCHASE AGREEMENT** - An agreement between the investor and the dealer or financial institute. This agreement defines the nature of the transactions, identifies the relationship between the parties, establishes normal practices regarding ownership and custody of the collateral securities during the term of the investment, provides for remedies in the event of a default by either party and otherwise clarifies issues of ownership.

**MATURITY** - The time when a security becomes due and at which time the principal and interest or final coupon payment is paid to the investor.

**NET WORTH** - A financial institutions available funds after their total liabilities have been deducted from their total assets.

**OFFER** - The indicated price at which a seller is willing to sell a security or commodity. (See BID) When buying a security an offer is obtained.

**PAR VALUE** - The nominal or face value of a debt security; that is, the value at maturity.

**PORTFOLIO** - Collection of securities held by an investor.

**PREMIUM** - The amount by which a bond sells above its par value.

**PRIMARY DEALERS** - A pre-approved bank, broker/dealer or other financial institution that is able to make business deals with the U.S. Federal Reserve, such as underwriting new government debt. These dealers must meet certain liquidity requirements as well as provide a valuable flow of information to the Fed about the state of the worldwide markets.

**PRIME RATE** - The interest rate a bank charges on loans to its most credit worthy customers. Frequently cited as a standard for general interest rate levels in the economy.

**PRINCIPAL** - An invested amount on which interest is charged or earned.

**PRUDENCE** - The ability to govern and discipline oneself by the use of reason. Shrewdness in the management of affairs. Able to use skill and good judgment in the use of resources.

**QUALIFIED PUBLIC DEPOSITORY** - A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated, for the benefit of the commission, eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

**REGISTERED SECURITY** - A security that has the name of the owner written on its face. A registered security cannot be negotiated except by the endorsement of the owner.

**REPURCHASE AGREEMENT (REPO)** - The Repo is a contractual transaction between an investor and an issuing financial institution (not a secured loan). The investor exchanges cash for temporary ownership of specific securities, with an agreement between the parties that on a future date, the financial institution will repurchase the securities at a prearranged price. An "Open Repo" does not have a specified repurchase date and the repurchase price is established by a formula computation.

**REPRICING** - The revaluation of the market value of securities.

## City of Long Beach Investment Policy

**REVERSE REPOS** - The opposite of the transaction undertaken through a regular repurchase agreement. In a "reverse" the City/County initially owns securities and the bank or dealer temporarily exchanges cash for this collateral. This is, in effect, temporarily borrowing cash at a high interest rate and is also known as securities lending. Most typically, a Repo is initiated by the lender of funds. Reverses are used by dealers to borrow securities they have shorted.

**SAFEKEEPING** - A service to customers rendered by banks for a fee whereby all securities and valuables of all types and descriptions are held in the bank's vaults for protection, or in the case of book entry securities, are held and recorded in the customer's name and are inaccessible to anyone else.

**SALLIE MAES** - Pooling of student loans guaranteed by the Student Loan Mortgage Association (SLMA) to increase the availability of education loans. The SLMA purchases the loans after buying them on the secondary market from lenders. SLMA stock is publicly traded.

**SECURITIES** - Bonds, notes, mortgages, or other forms of negotiable or non-negotiable instruments.

**SETTLEMENT DATES** - The day on which payment is due for a securities purchase. For stocks and mutual funds bought through an investment dealer, settlement is normally five business days after the trade date. Bonds and options normally settle one business day after the trade date mutual fund shares purchased directly by mail or wire settle on the day payment is received.

**SPREAD** - (a) Difference between the best buying price and the best selling price for any given security. (b) Difference between yields on or prices of two securities of differing quality or differing maturities. (c) In underwriting, difference between price realized by the issuer and price paid by the investor.

**STRIPPED TREASURIES** - U.S. Treasury debt obligations in which coupons are removed by brokerage houses, creating zero-coupon bonds.

**TRIPARTITE CUSTODIAN AGREEMENT** - An agreement that occurs when a third party or custodian becomes a direct participant in a repurchase transaction. The custodian ensures that the exchange occurs simultaneously and that appropriate safeguards are in place to protect the investor's interest in the underlying collateral.

**THIRD-PARTY SAFEKEEPING** - A safekeeping arrangement whereby the investor has full control over the securities being held and the dealer or bank investment department has no access to the securities being held.

**TIME DEPOSIT** - Interest-bearing deposit at a savings institution that has a specific maturity.

**TREASURY BILLS** - Treasury bills are short-term debt obligations of the U.S. Government. They offer maximum safety of principal since they are backed by the full faith and credit of the United States Government. Treasury bills, commonly called "T-Bills," account for the bulk of government financing, and are the major vehicle used by the Federal Reserve System in the money market to implement national monetary policy. T-Bills are sold in three, six, nine, and twelve-month bills. Because treasury bills are considered "risk-free," these instruments generally yield the lowest returns in the major money market instruments.

**TREASURY NOTES AND BONDS** - While T-Bills are sold at a discount rate that establishes the yield to maturity, all other marketable treasury obligations are coupon issued. These include Treasury Notes with maturities from one to ten years and Treasury Bonds with maturities of 10-30 years. The instruments are typically held by banks and savings and loan associations. Since Bills, Notes and Bonds are general obligations of the U.S. Government, and since the Federal Government has the lowest credit risk of all participants in the money market, its obligations generally offer a lower yield to the investor than do other securities of comparable maturities.

**UNDERLYING SECURITIES** - Securities transferred in accordance with a repurchase agreement.

**VENDOR** - A business or individual who provides a service or product at a cost.

**WHEN-ISSUED TRADES** - Typically, there is a lag between the time a new bond is announced and sold

## City of Long Beach Investment Policy

and the time it is actually issued. During this interval, the security trades "wi," "when, as, and if issued."

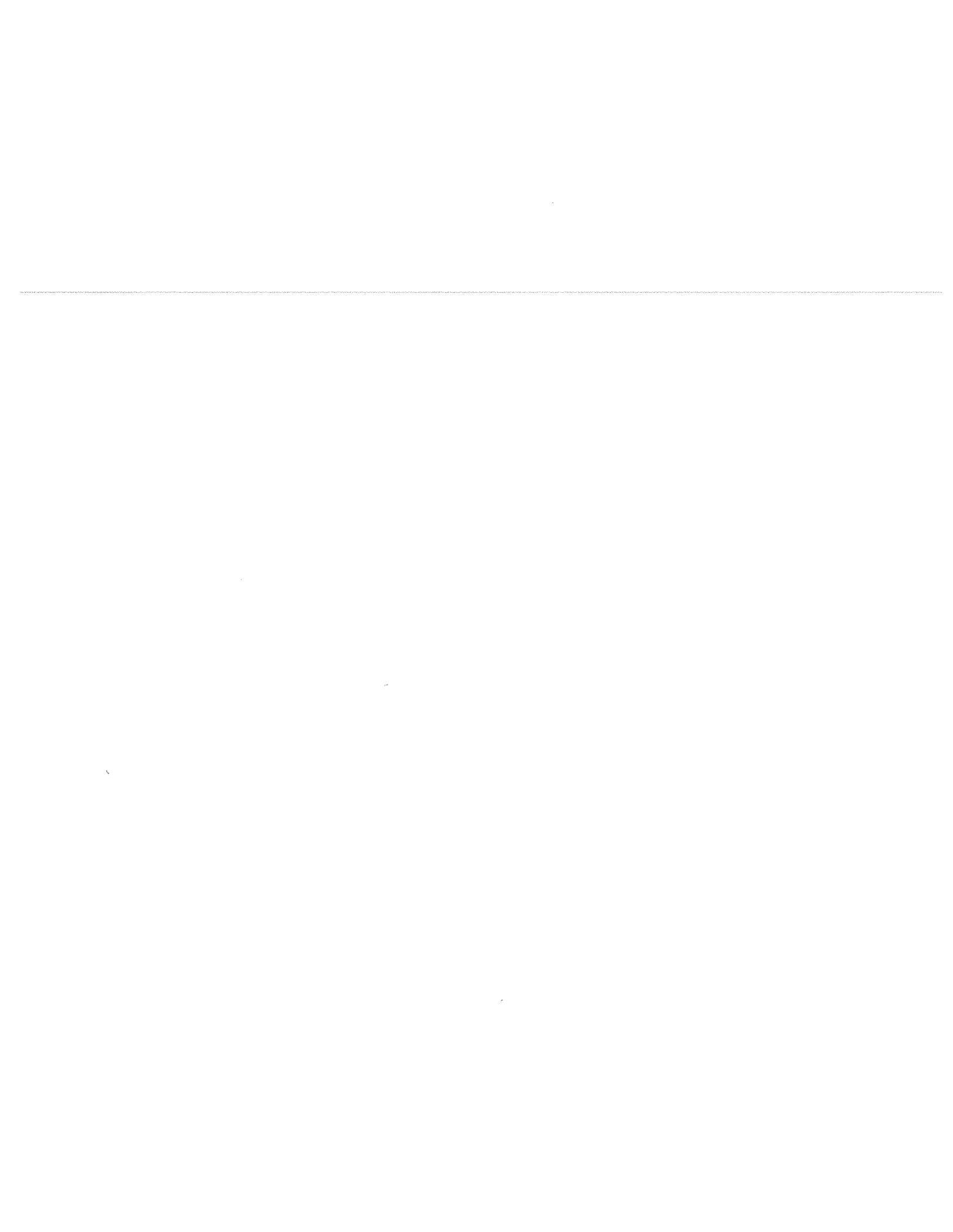
**Wi** - When, as, and if issued. See When-issued trades.

**YIELD** - The rate at which an investment pays out interest or dividend income, expressed in percentage terms and calculated by dividing the amount paid by the price of the security and annualizing the result.

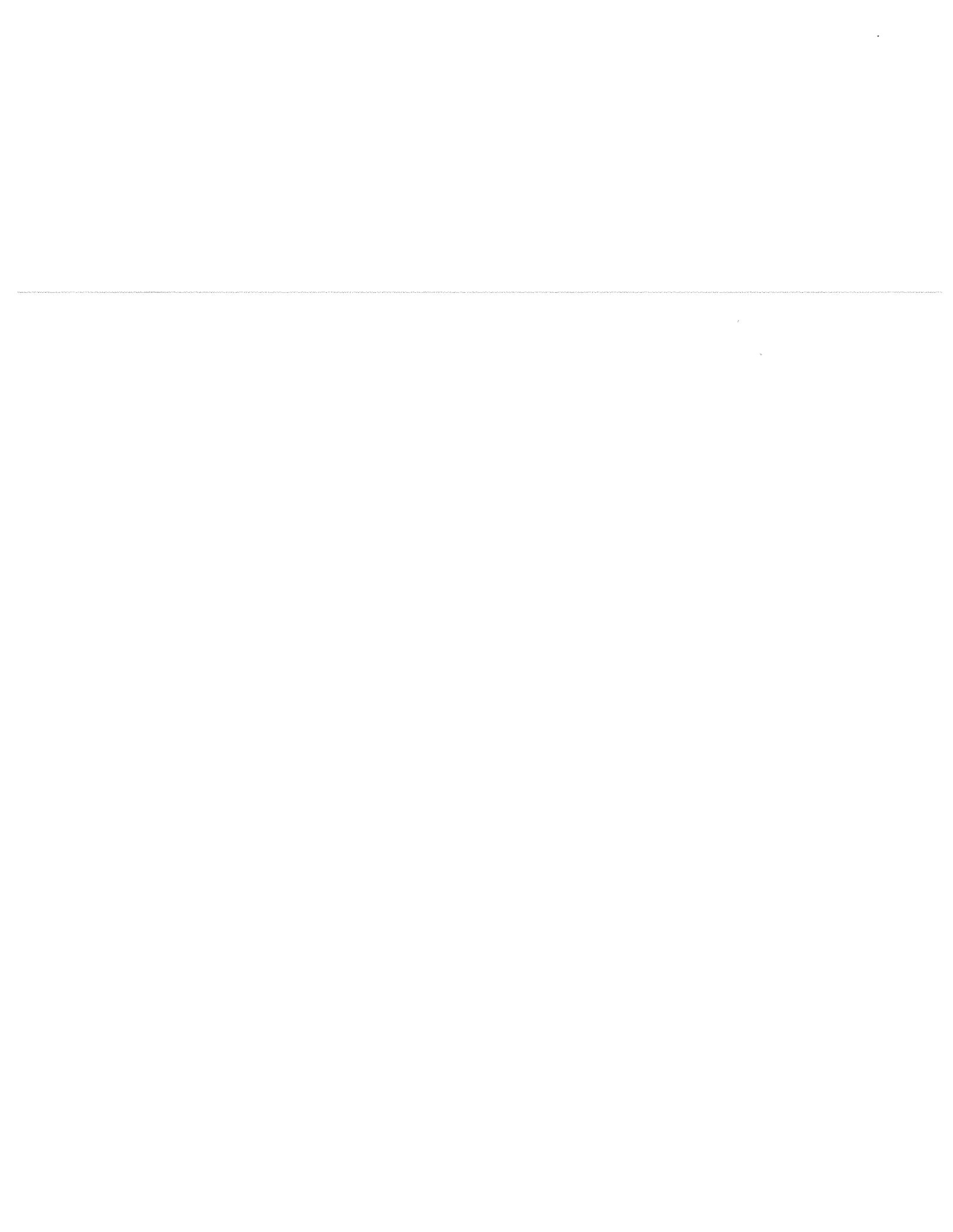
**YIELD BASIS** - Stated in terms of yield as opposed to price. As yield increases for a traded issue, price decreases and vice versa. Charts prepared on a yield basis appear exactly opposite of those prepared on a price basis.

**YIELD SPREAD** - The variation between yields on different types of debt securities; generally a function of supply and demand, credit quality and expected interest rate fluctuations. Treasury bonds, for example, because they are so safe, will normally yield less than corporate bonds. Yields may also differ on similar securities with different maturities. Long-term debt, for example, carries more risk of market changes and issuer defaults than short-term debt and thus usually yields more.

**ZERO-COUPON BONDS** - Securities that do not pay interest but are instead sold at a deep discount from face value. They rise in price as the maturity date nears and are redeemed at face value upon maturity.



**TAB — H**

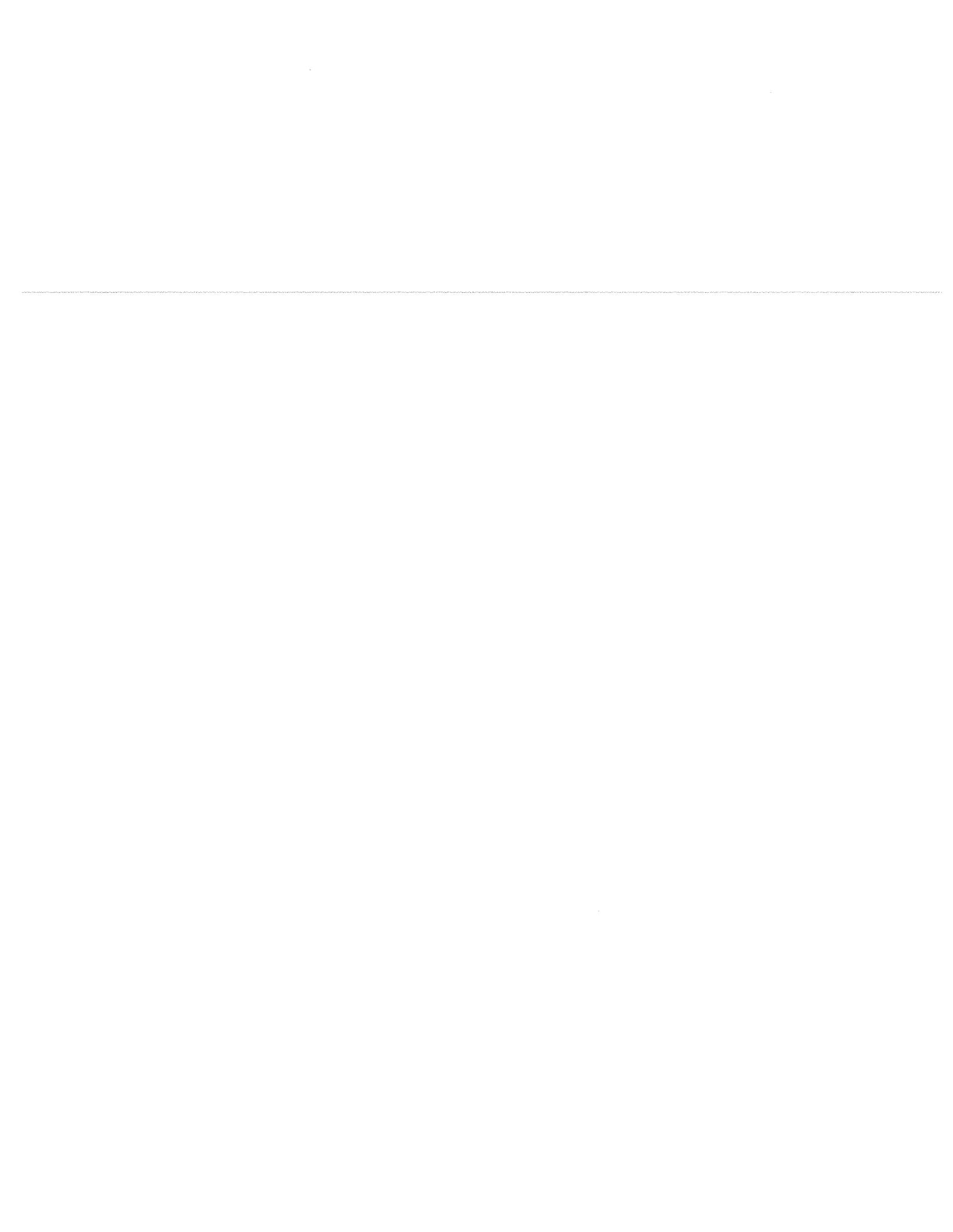




**CITY COUNCIL  
AGENDA BILL  
AB 17-08**

**Meeting Date: February 6, 2017**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT:</b> Agreement for Government Relations Services	<i>Originator:</i>	
	Mayor	JP
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
Water/Wastewater Supervisor		
<b>COST:</b> \$4,050	Other:	
<p><b>SUMMARY STATEMENT:</b> Mayor Phillips has been working the legislature in his capacity as Mayor and representative to the Association of Washington Cities to educate state elected officials of the funding issues small cities face. He has been in contact with Sarah Davenport-Smith regarding lobbying services during this session. Her qualifications and proposed agreement are attached.</p>		
<p><b>RECOMMENDED ACTION:</b> <i>Authorize the Mayor to enter into this agreement for government relations services.</i></p>		





**Sarah M. Davenport-Smith**  
**SDS Municipal Consulting LLC**

317 Amberwood Circle  
Sultan, WA 98294  
Cell: (360) 510-0812  
Email: [sarah@sds-mc.com](mailto:sarah@sds-mc.com)  
Website: [www.sds-mc.com](http://www.sds-mc.com)

**SUMMARY OF QUALIFICATIONS/ATTRIBUTES**

- Government relations experience at the State and Federal level
- Grant and loan application writing and rating experience
- Knowledge and experience with various state and federal funding agencies for municipal infrastructure and programs
- Expert relationship builder and communication educator
- Technical and persuasive writing skills
- Public speaking proficiency with Toastmasters International
- Public facilitator

**RELATED EXPERIENCE**

**SDS Coaching, LLC**

06/16 – Present

- Real Talk Training trainer at the 2016 IACC Conference in Wenatchee, WA
- Over 80 hours of life coaching
- Professional Life Coach certification earned through Lifeforming Leadership Coaching, ICF Certified

**SDS Municipal Consulting, LLC**

2/09 - Present

- **Government Relations Director** for Human Life of WA (2017)
- **Grassroots Director** for Family Policy Institute of WA
- Guest Presenter at 2016 IACC Conference in Wenatchee, WA
- **Government Relations representative** for Family Policy Institute of WA (2015-2016)
- **Government Relations representative** for City of Granite falls (2013 – present); **\$1M** for the Granite Falls B&GC awarded
- Water SMART grant application for City of Walla Walla and AMERESCO (\$300,000)
- City of Marysville WA ECY Stormwater grant (**\$862,000 awarded**)
- Guest Presenter at the 2013 IACC Conference in Wenatchee, WA
- FEMA HMA Grant application for Firgrove Mutual Water Company (**\$700,000 awarded**)
- Stormwater Gap Analysis for City of Port Orchard
- WSDOT Safe Route to Schools and Pedestrian and Bicycle Program grant applications for the City of Granite Falls (\$596,000)
- FEMA PDM Grant application for the City of Lake Forest Park's Lyon Creek High Flow Bypass Project (**\$3.0 million awarded**)
- **Facilitator** for Steven's Pass Greenway Visioning process
- Provided an independent audit of the City of Woodinville's Stormwater Management Plans and Annual **Phase II Municipal Stormwater Permit** Reports for 2009 and 2010
- Guest Speaker at the April 2011 Granite Falls, WA Chamber of Commerce meeting

- Guest Speaker at Fall 2010 the American Public Works Association Seattle Chapter meeting
- Guest Speaker at Fall 2010 Washington Water and Sewer District Conference in Spokane, WA
- City of Granite Falls, WA – WA State Stormwater Retrofit /Low Impact Development Grant for regional decant facility (**\$468,000 awarded**)
- City of Sultan, WA – Federal lobbying for appropriations to complete Sultan Basin Road project (\$2.0 million) and complete the wastewater treatment plant upgrade (\$1.0 million)
- City of Cashmere, WA – **State and federal lobbying** for appropriations to build a \$20 million waste water treatment plant (**\$1.4 million offered** from Ecology for the design and **\$20 million awarded** from USDA RD for complete project)
- City of Lake Stevens, WA – WA State Aquatic Weeds Management Fund grant (**\$30,000 awarded**)

**Environmental Specialist 4, Department of Ecology**

7/04 – 11/08

- Program creation and policy development for the Phase II Western Washington Municipal Stormwater Permit (Phase II Permit).
- Administration of the for Phase II permittees in King, Kitsap and Snohomish Counties.
- Program creation and administration of the \$32 million Stormwater Implementation Grant program for Washington State.
- Rule development for the CCWF and SRF, which includes: language revision, rule restructuring, rule writing, meeting facilitation, presentations, and public hearings.
- Project management and financial administration of SRF, CCWF, and Section 319 loans and grants awarded to local government and non-profit entities
- Program policy and guideline development.
- Facilitated statewide workgroups meetings for the Water Quality Program.

**City of Sultan Councilmember**

1/08 – 12/2015

- Member of the AWC Small Cities Advisory Board
- Municipal policy development
- Creation of the City's Stormwater Utility
- Municipal budget creation and management for the City's General Fund and **five** utility funds.
- Creation and implementation of the City's Comprehensive Plan, in accordance with the Washington State Growth Management Act.
- Secretary for the Multi-Use Recreational Park on Sultan Basin Road,
- Overall relationship building with community members, local elected officials, city staff, county commissioners, and state officials.

**City of Sultan Planning Board Member (Volunteer)**

6/06 – 12/31/07

- Advised the City Council on amendments/updates to the 2004 City of Sultan Comprehensive Plan based on mandates from the Growth Management Hearings Board.
- Recommended revisions to the Sultan Municipal Code to concur with the Comprehensive Plan.

**EDUCATION**

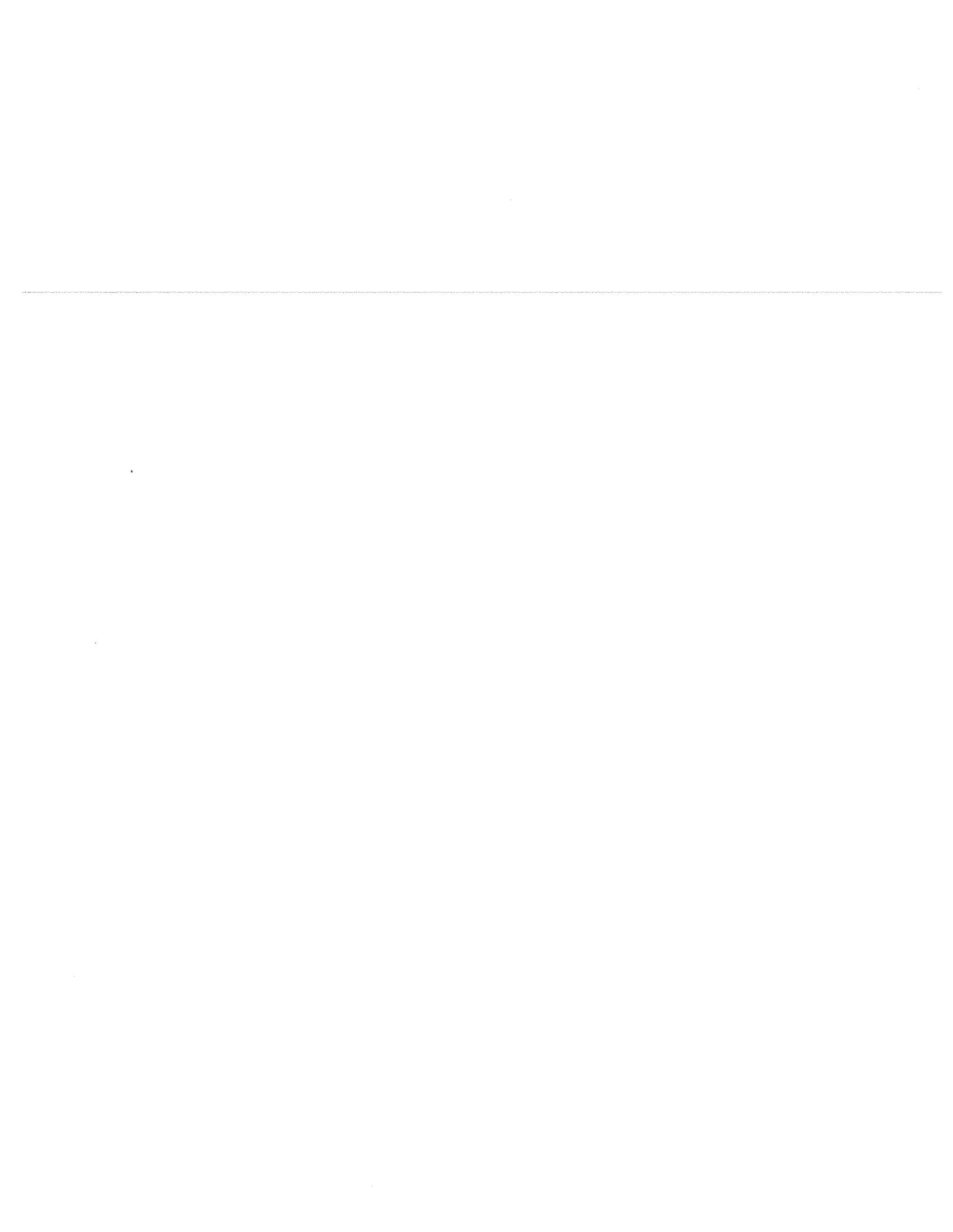
**WESTERN WASHINGTON UNIVERSITY**

9/98 – 3/03

B.A. Economics and Environmental Studies, March 22, 2003

**2017 Fee Schedule**

<b>Service</b>	<b>Description</b>	<b>Rate</b>
General Service Fee*	Standard hourly rate	\$124/hour
Funding Research	Research and analysis of funding programs	\$124/hour
Funding Application - Complete Preparation	Includes funding research, preparation, review, and submission	\$2,000 - \$5,000 per application**
State & Federal Government Relations	Building relations with state and federal elected and agencies on the client's behalf; creating, advancing, or hindering legislation; and acquiring appropriations	\$2000 - \$5,000 monthly retainer***
Presentation/Speaking Engagement	Presentation creation and/or delivery of client-sponsored material	\$500 - \$1,000 + expenses****
Facilitation	Meeting preparation and working with client-organized group(s) during meetings to adhere to client-determined objectives	\$124/hour + expenses
<p>* The General Service Fee applies to projects not listed, or to projects that are taken ala carte. For example, a complete Funding Application will be charged the Funding Application Rate, but Funding Application Review or Evaluation falls under the General Service Fee.</p> <p>** Each funding application varies in its complexity and time requirement. The fee will be determined when the client chooses the application for SDS to complete on their behalf.</p> <p>***The retainer for government relations work depends on the scope and the client.</p> <p>**** The fee for presenting/speaking depends upon whether the client is non-profit or for-profit.</p>		



**AGREEMENT FOR SERVICES**  
BETWEEN THE CITY OF GRANITE FALLS AND  
SDS MUNICIPAL CONSULTING LLC

THIS AGREEMENT, is made this 6<sup>th</sup> day of February, 2017, 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 317 Amberwood Circle, Sultan WA.

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: allowing cities under 10,000 in population to align their property tax increases with COLA; and allow the tourism tax revenues to be used for police services for cities under 10,000 in population, 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, four thousand fifty dollars (\$4050), 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 Granite Falls.
5. **Duration of Work.** Service Provider shall complete the work described in Attachment A on or before April 23<sup>rd</sup>, 2017.
6. **Termination.**
  - A. Termination Upon the City's Option. 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. Termination for Cause. 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. Rights upon Termination. 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. Automobile Liability 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. Commercial General Liability 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.
  2. 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 products-completed 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**

By: \_\_\_\_\_  
Jerry Phillips, Mayor

**SERVICE PROVIDER**

By:   
Sarah Dayenport-Smith  
Title: Owner  
Taxpayer ID #: 270162410

**CITY CONTACT**

City of Long Beach  
P.O. Box 310  
115 Bolstad Avenue W  
Long Beach, WA 98631

Phone: 360-642-4421  
Fax: 360-642-8841

**SERVICE PROVIDER CONTACT**

SDS Municipal Consulting LLC

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 assist with ballot measure language.

#### **Scope of Services**

1. Work closely with the City and key legislators to build and coordinate support for the following legislation: allowing cities under 10,000 in population to align their property tax increases with COLA; and allow the tourism tax revenues to be used for police services for cities under 10,000 in population.
2. Coordinate meetings with elected officials and the City during the session.
3. 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.
4. Work with the City to create clear and comprehensible ballot measure language for the community.
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 1<sup>st</sup> day of February and continuing through the 23<sup>rd</sup> day of April, 2017, SDS Municipal Consulting LLC shall bill the City a monthly retainer fee as follows:

~ \$1800 per month

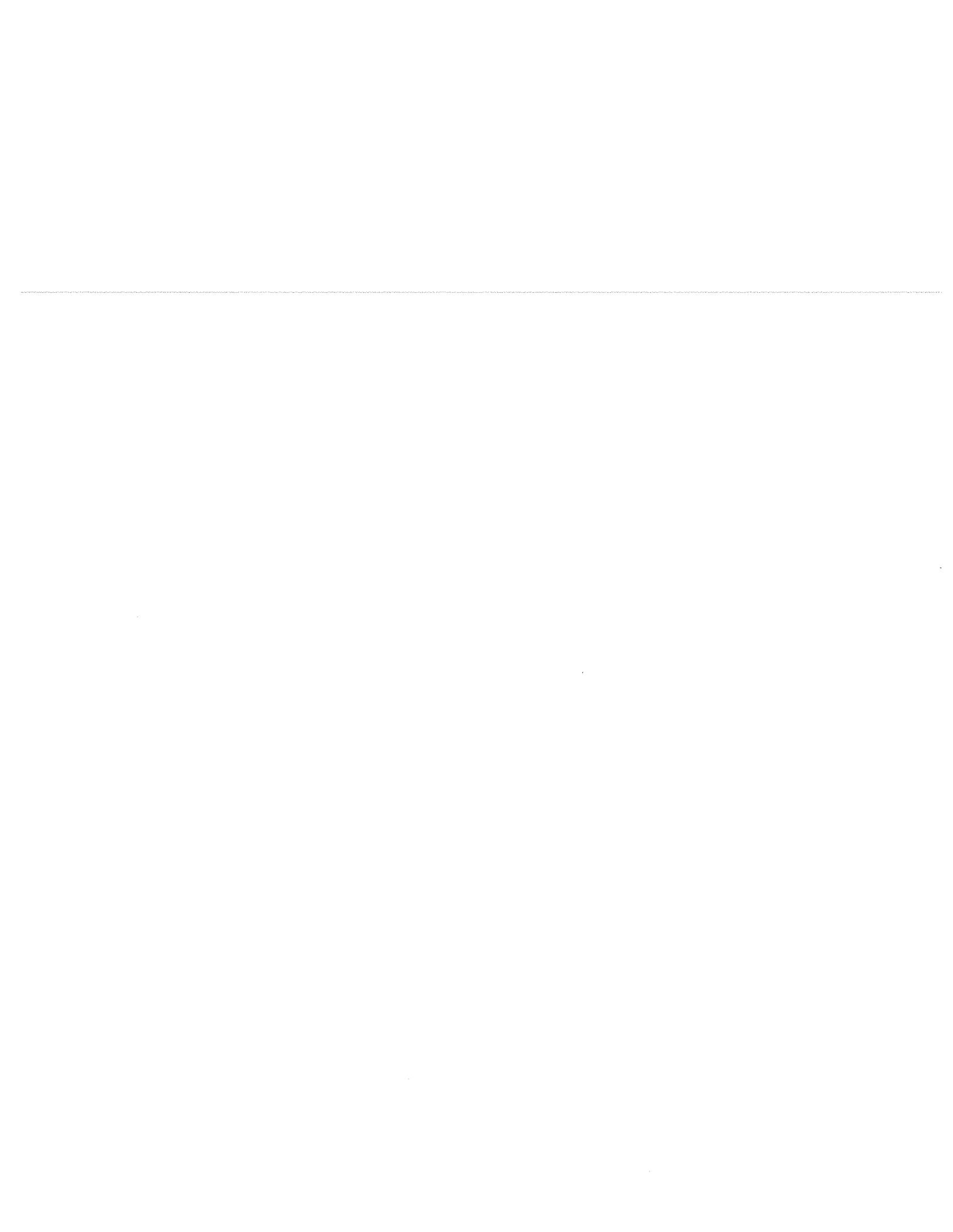
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**Total Session Retainer**                      **\$4,050**

**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 - I**

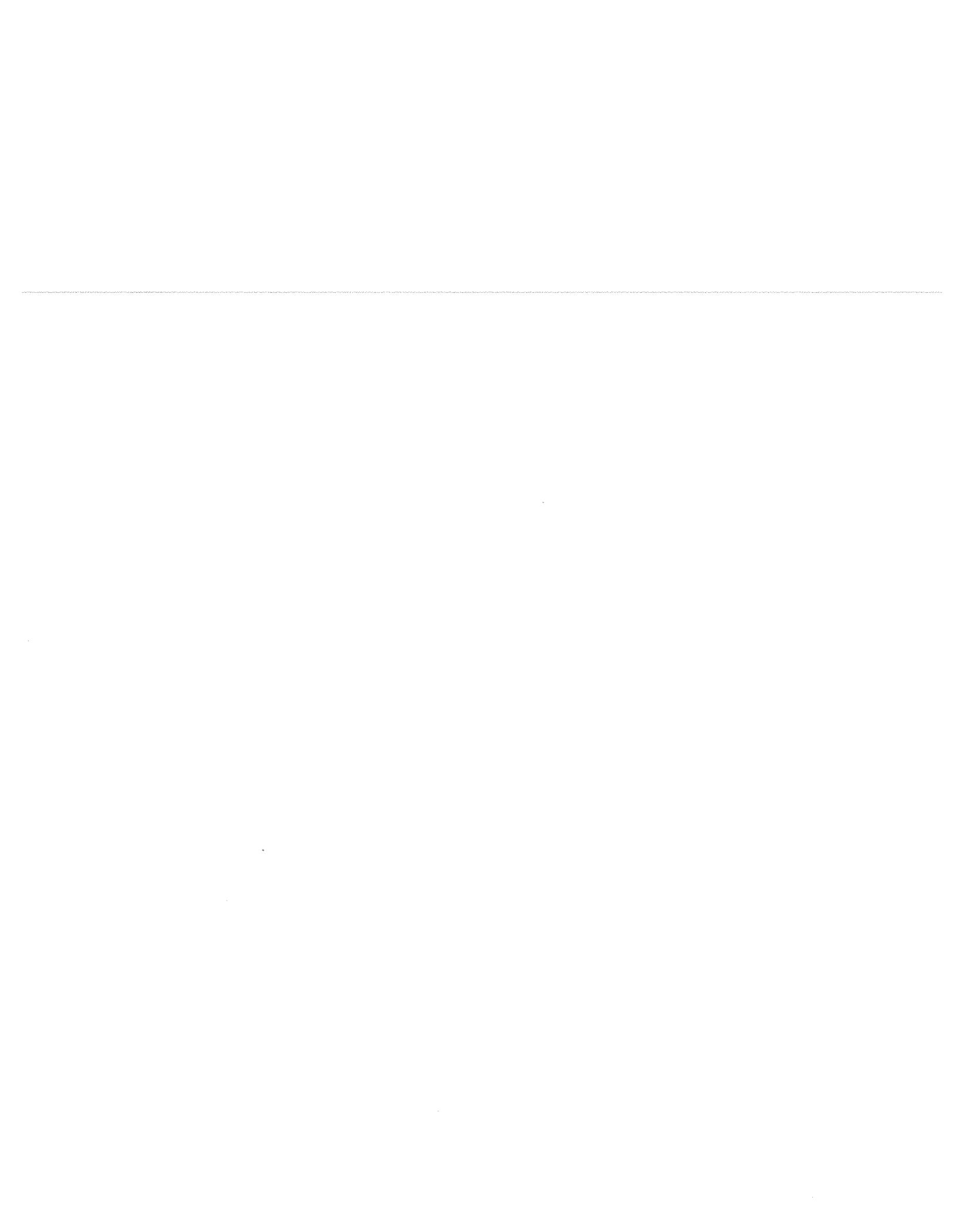




**CITY COUNCIL  
AGENDA BILL  
AB 17-09**

**Meeting Date: February 6, 2017**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT:</b> Agreement for Architectural Services for Restrooms at Bolstad West	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST:</b> Not to exceed \$25,000	Other:	
<p><b>SUMMARY STATEMENT:</b> Erik Fagerland (EFA) has provided the City with a bid for architectural services to redesign the restrooms at Bolstad West. This agreement includes design development and the production of construction bid documents. This project was budgeted for in the 2017 budget. The agreement is attached.</p>		
<p><b>RECOMMENDED ACTION:</b> <i>Authorize the Mayor to enter into this agreement for architectural services with EFA for the restrooms at Bolstad West.</i></p>		





## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

THE NEW RESTROOM WILL BE SITED SIMILAR TO THE EXISTING FACILITY. THE EXISTING WILL BE REMOVED BY THE CITY PRIOR TO CONSTRUCTION, THE FACILITY WILL MEET THE CITY REQUIREMENTS FOR EARLY SEASHORE ZONING. IT SHOULD BE APPROXIMATELY 16'X30' AND INCLUDE TWO ROOMS WITH 3-4 STALLS PER ROOM AND A UTILITY AREA BETWEEN THE ROOMS. THE TOTAL PROJECT BUDGET IS \$ 250,000<sup>00</sup>.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

Init.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement. *(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)*

NONE INCLUDED

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services TWENTY ( 20 ) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within **TWELVE (12)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its

consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

INVOICED MONTHLY AT STANDARD HOURLY RATES, NOT TO EXCEED  
\$ 25,000<sup>00</sup>.

HOURLY RATES ARE ARCHITECT 110 CAD TECH 85

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

HOURLY RATES PER WRITTEN AGREEMENTS

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

HOURLY RATES PER WRITTEN AGREEMENTS

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **TWELVE** percent ( **12** %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase:	percent ( <b>30</b> %)
Construction Documents Phase:	percent ( <b>50</b> %)
Construction Phase:	percent ( <b>20</b> %)

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Total Basic Compensation: One hundred percent (100%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
<b>ARCHITECT</b>	<b>110</b>
<b>CAD TECH</b>	<b>85</b>

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;

- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus TWELVE percent (12 %) of the expenses incurred.

**§ 11.9 Compensation for Use of Architect's Instruments of Service**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

**§ 11.10 Payments to the Architect**

§ 11.10.1 An initial payment of FIVE THOUSAND DOLLARS

(\$ 5,000<sup>00</sup>) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

10% MONTHLY

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

NONE

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:  
*(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

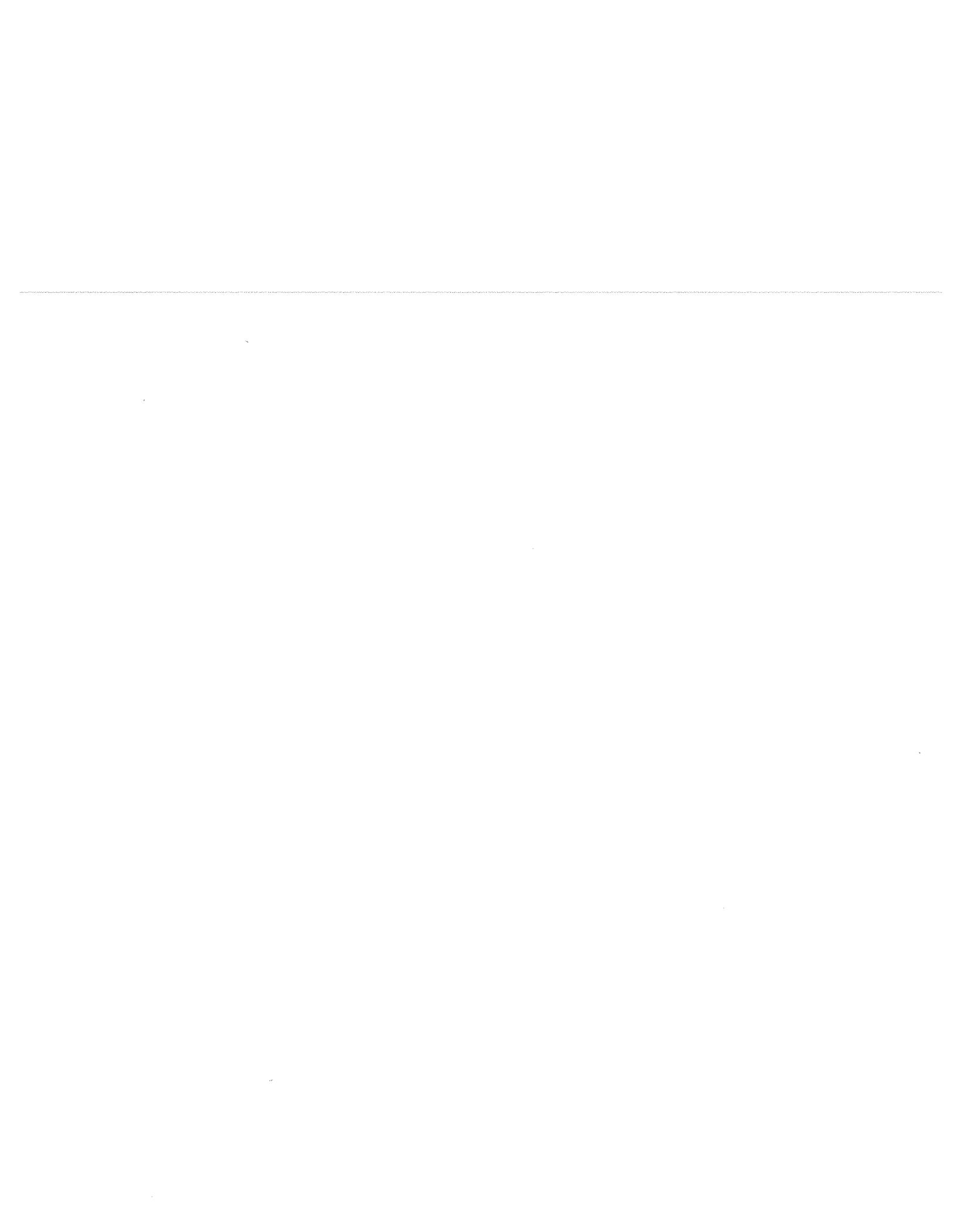
\_\_\_\_\_  
OWNER (Signature)

  
\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
(Printed name and title)

ERIK J. FAGERLUND  
\_\_\_\_\_  
(Printed name and title)

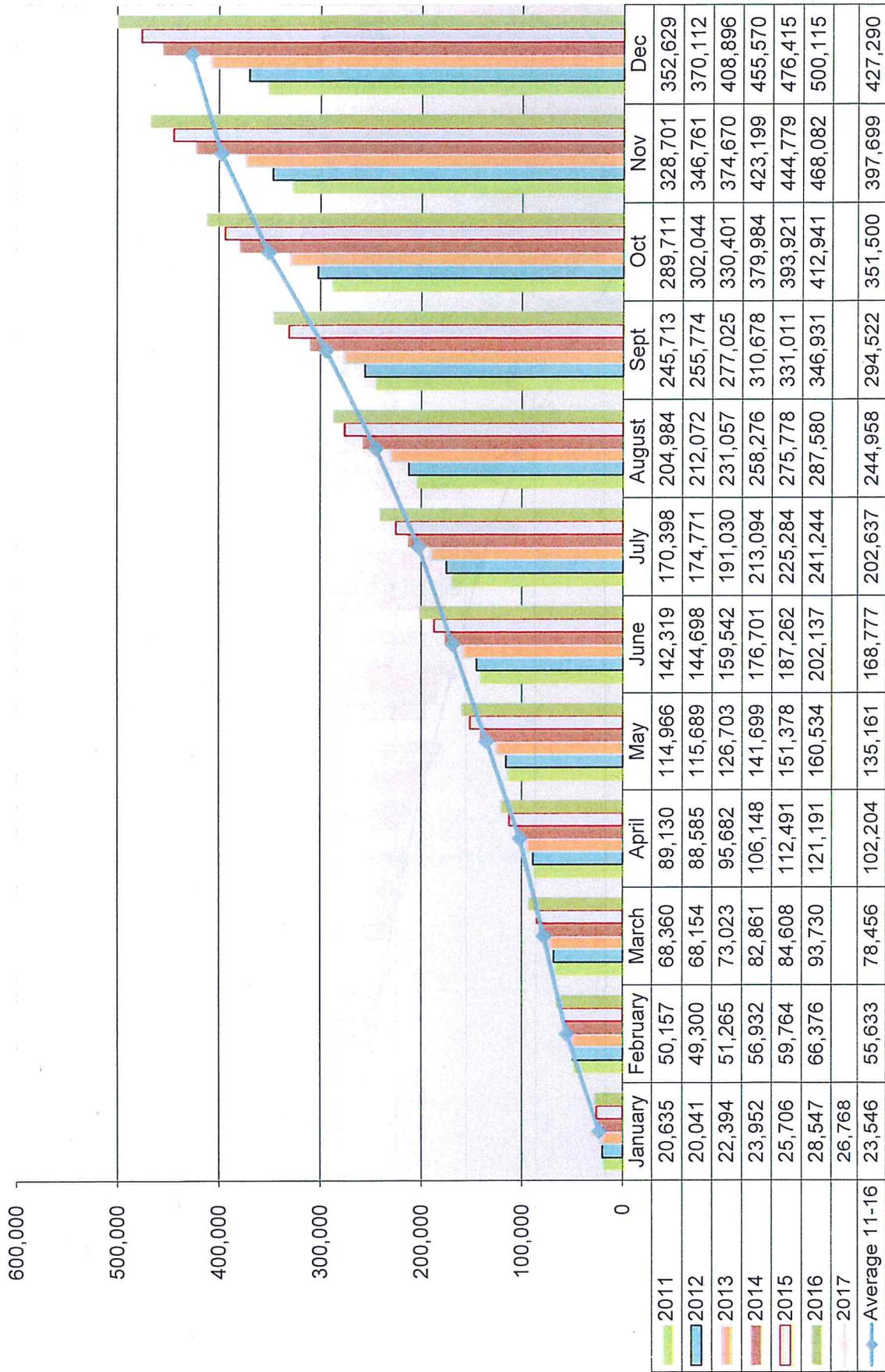
Init.



**TAB - J**



## Sales Tax Collections







- Advocacy
- Training & Education
- Data & Resources
- Health & Benefits
- Property & Liability
- Workers Compensation
- Services

Training & Education » eLearning » PRA eLearning

Training & Education

## Public Records Act eLearning

In partnership with the Municipal Research and Services Center (MRSC), this course is customized for city and town councilmembers and mayors to help meet an important training requirement in accordance with the Open Government Trainings Act.

City elected officials earn 1 credit toward your [Certificate of Municipal Leadership](#) and meet the roles, responsibilities and legal requirements requirement.

*This eLearning is best viewed in Chrome or Firefox and is approximately 40 minutes in length. If you need to exit the course, you will be given an opportunity to pick up where you left off.*



# Public records training for city and town councilmembers and mayors

**Note: This eLearning training session is intended to meet the requirements of the Open Government Trainings Act**



### About us

- [AWC Board of Directors](#)
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- [Get involved](#)
- [Media center](#)
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- [Cityvision magazine](#)
- [CityVoice](#)
- [Legislative Bulletin](#)

### Member Pooling Programs

- [Employee Benefit Trust](#)
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### AWC conferences

- [AWC Annual Conference](#)
- [City Action Days](#)
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Search

## SummerFest Schedule of Events 2017

### **Saturday May 27<sup>th</sup>, 2017**

Sonshine the clown at the Gazebo

Sidewalk Chalk at 2:00pm Gazebo Park

Tropical Storm Main Stage 1:00pm – 4:00pm

---

### **Sunday May 28<sup>th</sup>, 2017**

Sonshine the Clown – Pavilion Entrance

Pan Man on the Gazebo from 1:00pm – 4:00pm

Hamel Dance Group on the Main Stage

### **Monday May 29<sup>th</sup>, 2017 (Memorial Day Weekend)**

Sonshine the Clown – Pavilion Entrance

Pan Man on the Gazebo from 1:00pm – 4:00pm

### **Saturday June 3<sup>rd</sup>, 2017**

Sonshine the Clown – Pavilion Entrance (She is at the Lighthouse Birthday Party)

Buck & Elizabeth – Gazebo Park Stage 2 shows

Paradise of Samoa Dance Group – 3 shows Main Stage

Maddox Dancers – 2 hours Main Stage

### **Sunday June 4<sup>th</sup>, 2017**

Sonshine the Clown – Pavilion Entrance

Buck & Elizabeth – Gazebo Park Stage 2 shows

**Saturday July 1<sup>st</sup>, 2017**

Sonshine the Clown – Gazebo Park Stage

Alex Zerbe – Zaniak Main Stage 3 shows

Orchid at the Woodcarving Park

Military Band 45 Away – Rock on the Main Stage Evening

**Sunday July 2<sup>nd</sup>, 2017**

Sonshine the Clown – Gazebo Park Stage

Alex Zerbe – Zaniak Main Stage 3 shows

Orchid at the Woodcarving Park

Sidewalk Chalk Art Contest Gazebo Park

**Saturday July 8<sup>th</sup>, 2017**

Sonshine the Clown – Gazebo Park Stage

Vikki Gasko Green Ventriloquist Main Stage 3 shows

**Sunday July 9<sup>th</sup>, 2017**

Sonshine the Clown - Pavilion Entrance

Lulu LaFever Gazebo Park Stage 1:00pm – 4:00pm

**Saturday July 15<sup>th</sup>, 2017 (SandSations Weekend)**

Sonshine the Clown – Pavilion Entrance

Tropical Storm on the Main Stage 1:00pm – 4:00pm

Marimba Band Tri-Cities

Orchid in the Woodcarving Park

Dragon Puppets Theatre in the Gazebo Park Stage 3 shows

**Sunday August 6<sup>th</sup>, 2017**

Sonshine the Clown at the Gazebo Park Stage

Orchid at the Woodcarving Park

Sidewalk Chalk Art Contest 2pm Gazebo Park

Honky Tonk Union Main Stage

---

**Saturday August 12<sup>th</sup>, 2017**

Sonshine the Clown – Pavilion Entrance

Cha Cha Clown at the Gazebo Park Stage

**Sunday August 13<sup>th</sup>, 2017**

Sonshine the Clown at the Gazebo Park Stage

**Saturday August 19<sup>th</sup>, 2017 (Jazz & Oysters)**

Sonshine the Clown at the Gazebo Park Stage

Sidewalk Chalk Art Contest 2:00pm

NO MAIN STAGE

**Sunday August 20<sup>th</sup>, 2017**

Sonshine the Clown at the Gazebo Park Stage

**Saturday August 26<sup>th</sup>, 2017**

Sonshine the Clown at the Gazebo Park Stage

Kite Making for Kids at the Gazebo Park

Skamokawa Swamp Opera – Noon – 3:00pm at the Main Stage

4:30pm – 7:00pm Aaron English Band

**Sunday August 27<sup>th</sup>, 2017**

Sonshine the Clown at the Gazebo Park Stage

**2017 January Staff Report**  
**Tourism & Events Department**  
**City of Long Beach, WA.**

**Long Beach Package Travel / Cruise Ships:**

- Researching Tour Operators for NTA and ABA
- Participating in the NTA WA Delegation conference calls. In charge of tour operator gifts, designed, ordered and taking to convention.
- Working on New itineraries and materials for website and pitching to operators
- Working with a local resident who is translating all our Package Travel materials into Mandarin, Chinese for the website and meeting with Chinese Media and Operators.
- Working with Jason Lu from Chinese Media group to create a Sister City in China.
- Working with Jason to bring dignitary to Kite Festival 2018.
- Researching the RV caravan market for groups to our RV Parks.
- Meeting with new suppliers to provide services to groups coming into the area.
- Website has been updated and looking great
- Social media is getting more likes and followers daily. We are always building content for the page.
- Launched our first Long Beach Package Travel Newsletter for the year on the 20<sup>th</sup>.
- Generating a social media and ad calendar for the year.
- Working with suppliers to host an overnight pre-FAM for the Spotlight on the Northwest in September 2017.
- Requesting appointment schedule with Operators for NTA, currently we have 54 appointments scheduled. 14 of those are direct requests from the Operators.
- Booking groups for Summer (Full Price lodging) and groups for Spring and Fall.
- Sent information out to a tour operator coming in October
- Working to provide a new restaurant for our Cruise Oregon group in July
- Worked to find food for Wheelchair athletes group (35 people spaghetti dinner catered) 75 rooms generated in 1 weekend from this tournament.
- Attended WA State Tourism Summit with Council Woman Kemmer regarding tourism funding and the House and Senate Bills currently in circulation.
- Conference Call with Bright Ideas marketing group.
- Met with Dave and John from the Washington State Moose organization regarding hosting a 2018 March Convention in Long Beach.
- Working with Washington Festivals and Events Association to host 2018 regional conference in Long Beach.

- Met with Luke Whitaker from Coast River Business Journal regarding Long Beach Package Travel, Tourism in general and festivals and events. Overall look at what comes through our office.
- Talking to businesses about the importance of being a part of the Long Beach Merchants Association and to generate new membership and excitement. These folks are the ones working the festivals and events to bring people here.
- Met with Kristi from Our Place at the Beach regarding the property and how to partner with them for events and groups.
- Attended first Loyalty Days Meeting regarding the 2017 event. Working to provide pictures of the event for marketing.
- Requested WFEA Calendar of Events – 4 cases, Scenic Byway Road Maps – 1 case, Discovery Trail Maps – 1 case, and BVP – 1 case.

#### **Trolley:**

- Promoting the Trolley to groups
- Our Place at the Beach gave me a lead from a bride looking for transportation. I thought we were in the VB Wedding Planner with the trolley, but apparently not. Looking to get the trolley put in the updated version when that happens.
- Looking to put festival ads in the inside of the trolley. Looking for Don Nisbett art to compliment the outside features.
- Working with the Beach Barons to have the trolley advertised in their Rod Run event promotions materials.

#### **Festivals & Events:**

- Researching regional authors regarding a PNW Authors Showcase in October 2017. We have 70 authors interested in participating now. Looking to host the event at the Long Beach Elks Lodge
- Assisted Shoeboxes of Joy in getting their volunteer appreciation dinner sponsored and served at the Depot.
- Partnered with All Things Fun Sports in hosting our first sanctioned National Wheelchair Basketball Tournament at the Ilwaco High School. Spent the better part of one full day over the course of 2 at the gym with the players getting to know them. See AAR on “Ballin’ at the Beach” for more details. On January 28<sup>th</sup>, I spent half a day at the Tualatin Parks and Rec facility promoting our 2018 wheelchair basketball tournament. Spoke with 4 teams that were not at our event and have 10 teams interested, one coming from California. We have interest from New Balance regarding sponsorship. From this partnership with All Things Fun Sports we are working to create an adaptive cycling, fishing, basketball and pickleball events for these athletes. This entity is also hosting a fun run, golf tournament, and 3 softball tournaments this year.

**From:** WA Tourism Alliance <info@watourismalliance.ccsend.com> on behalf of WA Tourism Alliance <diana@watourismalliance.com>  
**Sent:** Tuesday, January 31, 2017 3:37 PM  
**To:** Ragan Myers  
**Subject:** WTA Newsletter - January 2017

Having trouble viewing this email? [Click here](#)



# Washington Tourism Alliance

## JANUARY NEWSLETTER

### IN THIS NEWSLETTER

[Legislative Update](#)

[Port of Seattle Tourism  
Announcement](#)

[ExperienceWA Banner Ad  
Success](#)

[Members in the News](#)

[Submit Your Stories](#)

[Welcome December Members!](#)

### WTA UPDATE

*Mike Moe, Associate Director*



Representatives Cindy Ryu, Cary Condotta, and Gael Tarleton

*Image by Andy Cook*

### EXECUTIVE COMMITTEE

Cheryl Kilday - Chair

*Visit Spokane*

Andy Olsen - Vice Chair

*Columbia Hospitality*

John Bookwalter - Treasurer

*Bookwalter Winery*

Skip Thompson - Secretary

*The Boeing Company*

Kevin Clark - Past Chair

*Argosy Cruises*

The WTA Summit and Tourism Day in Olympia on January 24th brought tourism professionals from across the state for a day of statewide tourism advocacy.

The morning presentation opened with three members of the Legislative Tourism Working Group, Representatives Cindy Ryu, Cary Condotta and Gael Tarleton, sharing why they

*David Blandford - Communications  
Chair*

*Visit Seattle*

*Shiloh Schauer - Legislative Chair*

*Wenatchee Valley Chamber of  
Commerce*

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**BOARD of DIRECTORS**

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*Communications*

**Drew Schmidt**

*San Juan Cruises*

**Matt VanDerPeet**

*The Westin Bellevue*

**Steve Warner**

*Washington State Wine Commission*

**Kris Watkins**

*Visit Tri-Cities*

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**STAFF**

**Mike Moe**

*Associate Director*

worked throughout the summer with seven other legislators to create a new plan to fund a statewide tourism marketing effort. They emphasized that the proposed legislation of [HB1123](#) and [SB5251](#) is bi-partisan and an investment in economic development for our state's future. Their presentation, along with that of Roger Dow, the President & CEO of the US Travel Association, set the optimistic, enthusiastic tone for the day.

"The spirit of positive energy and forward momentum at last week's Tourism Summit and Day in Olympia was exciting to say the least," said WTA Summit Committee Chair and Board Member Christina Pivarnik of the City of Port Townsend. "It was especially rewarding to hear Reps. Ryu, Condotta and Tarleton speak in support of a statewide tourism marketing program and its long-term economic development opportunities."

In the afternoon, Summit participants were encouraged to go up on the hill to visit with their legislators and promote the legislation. Tourism advocates met with legislators in almost every single district in the state. Coming out of the meetings, the tone was enthusiastic and the WTA received fantastic feedback from legislators.

The evening concluded with a reception at The Governor's Hotel featuring a variety of Washington wine. The WTA would like to especially thank all of the Summit sponsors for helping make the event free and to all those who donated wine for the evening reception.



Delicious wine from around Washington state

*Image by Andy Cook*

Diana Thibado  
Director of Operations

**WTA LOBBYIST, CONSULTANTS AND  
LEGISLATIVE COUNSEL**

---

Becky Bogard  
Bogard & Johnson

Megan Folkestad  
Folkestad Public Affairs

Kathryn Hedrick  
Bogard & Johnson

Barbara Smith  
Harris & Smith Public Affairs

**WTA Signature Investors**

**DIAMOND**

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**SILVER**

---



**BRONZE**

---



**CORPORATE**

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There's more work still to be done and we look forward to hearing the strong voice of support from the tourism industry in the coming weeks.

**TOURISM BILL MOVING IN THE LEGISLATURE**

*Becky Bogard and Kathryn Hedrick*

First, we want to give a big shout-out to those who attended the Tourism Summit and met with their legislators. We have been getting excellent feedback from both you and the legislators. You helped make legislators realize there is a much grassroots support for reinstating a statewide tourism marketing program!

There are now identical bills in the House and the Senate that reflect the agreement of the legislative tourism working group. The bills are [HB 1123](#) and [SB 5251](#), respectively.

Sponsors of the House bill, HB 1123, include Reps. Condotta (R., Chelan), Ryu (D., Shoreline), Barkis (R., Lacey), Kirby (D., Tacoma), Wilcox (R., Yelm), Tarleton (D., Seattle), McBride (D., Kirkland), Smith (R., Whidbey Island), Muri (R., Lakewood), Frame (D., Seattle), Tharinger (D., Sequim), Morris (D., Mt. Vernon), and J. Walsh (R., Longview). Sponsors of the Senate bill, SB 5251, include Sens. Takko (D., Longview), Warnick (R., Moses Lake), Rolfes (D., Bainbridge Island), McCoy (D., Tulalip), Zeiger (R., Puyallup), and Chase (D., Shoreline). If any of these are your legislators, please thank them for their support!

The House bill is the first to move. It was referred to the House Community Development, Housing and Tribal Affairs Committee where the bill had a hearing on Wednesday, January 25<sup>th</sup>, the day after the Tourism Summit. All who testified supported the bill. In addition to representatives from WTA, there was support expressed from the ports association, cities association, Washington Wine Institute, some destination marketing organizations and others. It should be noted that two of the members of the interim working group are members of this committee, Reps. Ryu and Barkis. They were clear to their colleagues about support for the bill. You can view the hearing [here](#). This is the TVW location of the hearing on the bill.

On Thursday, January 26<sup>th</sup>, the same House committee took executive action and voted the bill out of committee unanimously. There were some technical amendments. One

allows matching contributions to be from non-state rather than only private sources. This opens up the possibility of contributions from such organizations as ports, tribes, and DMO's. Another amendment clarified the source of the public funding for the special tourism marketing fund. A final amendment changed that fund from a non-appropriated fund to an appropriated fund. This is technically necessary since the source of the proceeds in the fund are tax revenues.

## Quick Links

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So what's next? As of this writing we know that the House bill was referred to the House Appropriations Committee, with no hearing scheduled yet. Please keep checking the website for the latest on the path of the bill so you know which legislators are important to contact.

In the Senate, we anticipate that the Senate Agriculture, Water, Trade and Economic Development Committee will have a work session about tourism. Many of the members are new to the committee and would like to have a briefing about the industry before considering the bill. A hearing has been scheduled February 9th at 8am.

Again, please keep checking the [WTA website](#) for updates on the bill.

## PORT OF SEATTLE ANNOUNCES 2ND ANNUAL TOURISM MARKETING SUPPORT PROGRAM

The Port of Seattle announces the 2017 Tourism Marketing Support Program available for organizations across the state of Washington. The match funding can be used for a variety of tourism marketing efforts such as website development, advertising and participation in travel trade shows. The focus is to increase out-of-state tourism and promote Port of Seattle travel related facilities such as Sea-Tac International Airport, cruise terminals and recreational marinas. Application forms and proposals for the 2017 program are due February 22, 2017.

"We are impressed with the results from last year's grant winners and this is a great way to boost tourism for the state of Washington," said Commission President John Creighton. "We

remain committed to working with our partners to get more visitors to destinations across our state."

The Port of Seattle is making \$150,000 available to organizations such as chambers of commerce, convention and visitor bureaus (CVBs) and regional tourism organizations; government entities such as counties, cities, port districts, Native American nations, or state/federal agencies; and non-profit organizations focusing on events or activities that attract visitors. The maximum fund request from an organization is \$10,000.

"With the Port of Seattle's support, we are able to change the market for Walla Walla by advertising to likely flying travelers from out of state," said Mary Angelo, Director of Client Services, DVA Advertising and Public Relations.

"The Port of Seattle's matching grant allowed our organization to present at the IPW travel trade show, garnering contacts and interest that will lead to an increase in international visitors to our destination," said Sherrye Wyatt of Whidbey and Camano Islands Tourism.

"The Port of Seattle's application process was very easy, and the 24th annual Wintergrass Music Festival was able to see four times the click rate on our website, which resulting in a 56 percent increase in out of state ticket purchases," said Wendy Tyner of the Wintergrass Music Festival.

For more information, visit the Port of Seattle [website](#).

### **EXPERIENCEWA BANNER ADS HAVE HAD ANOTHER SUCCESSFUL YEAR!**

2016 was another outstanding year for the advertisers on [ExperienceWA.com](#). The official tourism website for Washington State has proven to be the best place to connect with people who are planning their trip to our state. As your business or destination plans for this new year, we would like to share a highlight from the past year.

In 2016, we continued our **REWARDS Program** for our banner ad platform and it has been extremely successful. **Our**

advertisers are only paying an average of \$2.17 per click. That is WAY below industry standard. The fact that ExperienceWA website visitors are there specifically to learn about traveling in Washington State only make these clicks more valuable.

There are so many different ways to reach the qualified audience of [ExperienceWA.com](http://ExperienceWA.com). To learn more, please contact Mike Moe at [mike@watourismalliance.com](mailto:mike@watourismalliance.com) or call him at 425-444-0589. Or, click [here](#) to view the full ExperienceWA Media Kit.

## MEMBERS IN THE NEWS

[LAKE CHELAN POPULAR RED WINE AND CHOCOLATE RETURNING NEXT MONTH](#)

[YAKIMA CONVENTION CENTER CHEF CHOSEN TO SERVE AT 2017 PRESIDENTIAL INAUGURATION BALLS](#)

## SUBMIT YOUR STORIES

Want to brag about something your destination was recently recognized for? Have news that impacts Washington State tourism? Please add the WTA to your distribution news list! We're always looking for story ideas for the WTA monthly newsletter! To submit a story idea, email Diana Thibado at [diana@watourismalliance.com](mailto:diana@watourismalliance.com).

## WTA WELCOMES DECEMBER MEMBERS

### NEW MEMBERS:

[Booking.com](#), [Mukilteo Chamber of Commerce](#)

### RENEWING MEMBERS:

[Clarion Hotel SeaTac](#), [The Bellevue Square Collection](#), [Explore Port Orchard](#), [Hilton Garden Inn - Yakima](#), [Jefferson County Tourism](#), [Kenmore Air](#), [Ledgestone Hotel](#), [San Juan Cruises](#), [Silverdale Chamber of Commerce](#), [Swinomish Casino & Lodge](#)

If you have not yet joined the WTA and would like to become a member, please contact our Associate Director Mike Moe at [mike@watourismalliance.com](mailto:mike@watourismalliance.com) or join today online [here](#).

# Long Beach Police

P.O. Box 795  
Long Beach, WA 98631

lbpchief@centurytel.net

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

02-01-17

Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for January 2017

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

## Long Beach

**698** Total Incidents

Aid Call Assists: 4

Alarms: 5

Animal Complaints: 1

Assaults: 5

Assists: 92

(Includes 11 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 0

Disturbance: 15

Drug Inv.: 1

Fire Call Assists: 0

Follow Up: 155

Found/Lost Property: 6

Harassment: 3

Malicious Mischief: 2

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 0

Prowler: 4

Runaway: 0

Security Checks: 259

Suspicious: 12

Thefts: 12

Traffic Accidents: 5

Traffic Complaints: 6

Traffic Tickets: 16

Traffic Warnings: 65

Trespass: 11

Warrant Contacts: 7

Welfare Checks: 12

## Ilwaco

**480** Total Incidents

Aid Call Assists: 3

Alarms: 4

Animal Complaints: 1

Assaults: 4

Assists: 70

Burglaries: 0

Disturbance: 15

Drug Inv.: 6

Fire Call Assists: 1

Follow Up: 110

Found/Lost Property: 3

Harassment: 6

Malicious Mischief: 1

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 0

Prowler: 1

Runaway: 0

Security Checks: 176

Suspicious: 15

Thefts: 5

Traffic Accidents: 2

Traffic Complaints: 2

Traffic Tickets: 2

Traffic Warnings: 36

Trespass: 3

Warrant Contacts: 8

Welfare Checks: 6

On January 18<sup>th</sup> I attended the Law and Justice Council meeting in South Bend. The main topic of the meeting was the "Justice Mental Health Collaboration". This is the process to get mental health courts operating. These are similar to "drug courts". The idea is to reduce the number of people in jail who are suffering from mental health issues and to get them proper care and treatment so that they are not repeat offenders.

Flint R. Wright  
Flint R. Wright  
Chief of Police

**Subject:** January 2017 Streets, Parks and Storm water Council Report

Monthly

- safety meeting

Bi-Monthly

- staff meeting

Fridays

- street sweeping
- backpack blowing of sidewalks and brick parks

Mondays and Fridays

- boardwalk and dune trail maintenance

Daily

- restroom maintenance
- garbage maintenance

Removed Christmas decorations and put in storage  
Cleaned and organized the shop buildings and yard  
Built 6 new sign holders for SummerFest  
Repaired picnic tables  
Cold patched potholes  
Cleared brush in right of ways, line of sight issues  
Street light repairs  
Erosion control on Discovery Trail in Beard's Hollow  
Ordered ball field and parks materials for upcoming season  
Repaired 5th St. Restroom

City of Long Beach Activities Report

January 2017

Water Dept.

Call Outs - 2

Meetings - 4

Safety Meetings - 1

Plant Management - Paperwork 2017 files / ordered brass / 2016 crew evaluations / time cards /  
Monthly DOH Report / Monthly DMR's

Customer Service - 3

Locates - 24

Re-reads - 20

Install New Meters - 2

Shut Off's - 12

Turn On's - 6

Res. Checking - 4

Leak Repairs - 4

Equipment Cleanup - 6

System Samples - Weekly entire system.

Samples to Lab - 1

Training - Matt Wood signed up for his WTPO 1 exam.

Other Activities –

January 1<sup>st</sup> thru 15<sup>th</sup> Cold weather checking distribution system for leaks.

January 8<sup>th</sup> Ilwaco running on Long Beach water. ( they had broken pipes. )

January 11<sup>th</sup> Interviews for new utility positions.

Cleaned and organized all yards at shop.

Tech. here to calibrate TOC analyzer at WTP.

Evergreen Septic Pumped out CIP tank.

City of Long Beach Activities Report

January 2017

Wastewater Dept.

Call Outs - 2

Meetings - 2

Safety Meetings - 1

Plant Management - January 5<sup>th</sup> visit by Evergreen Rural Water / January 9<sup>th</sup> visit from DOE Carl Jones.

I & I Report to DOE / Waste Load Assessment Report. / Monthly DMR's.

Customer Service - 3

Locates - 16

Hauling Sludge - 14 loads.

Lift Station Checking - Daily Action.

Lift Station Washdown - 2

Samples - Daily Action.

Samples to Lab - 1

Pump Maint. - 4

Main Repairs - 0

Equipment Cleanup - 4

Training - John Goulter & Kris Booi signed up for WWTP0 2 Review Class.

Kris Booi CDL Physical.

Kris Booi Obtained CDL.

Other Activities –

Ralph Warner & Staff received 2015 Plant Award.

Power outage 4<sup>th</sup> street lift station. ( ECO cars ) Pump start up problems.

Replaced UPS battery backup for plant PLC.

Main lift station pump #2 FAIL! Power hit from PUD.

Brushing 15<sup>th</sup> south lift station for new panel box.

