



AGENDA – Monday, July 15, 2019

6:30 p.m. Workshop

7:00 p.m. City Council Meeting

Long Beach City Hall

115 Bolstad Avenue West

6:30 WORKSHOP

WS 19-20 Fire Truck Bond Discussion – TAB A

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

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

PUBLIC COMMENT

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

CONSENT AGENDA – TAB B

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

- Minutes, July 1, 2019 City Council Meeting and June 19, 2019 Special Meeting Minutes
- Payment Approval List for Warrant Resisters 58730-58774 & 85426-85502 for \$278,615.15

BUSINESS

- **AB 19-53 – Resolution 2019-08 - Extending Water Service – TAB C**
- **AB 19-54 – Ordinance 971- Busking – TAB D**
- **AB 19-55 – Pacific County Sheriff's Department Agreement – TAB E**

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB F

- **Police Chief's Report for June 2019**
- **Parks, Streets and Stormwater Report for June 2019**
- **Water Report for June 2019**
- **Wastewater Report for June 2019**
- **DOE Award – Wastewater Treatment Plant Outstanding Performance**
- **Reusable Bag Campaign Update**
- **Fireworks Support Letter**

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop.
August 5, 2019, August 19, 2019 & September 3, 2019

ADJOURNMENT

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

TAB - A



**CITY COUNCIL
WORKSHOP BILL**

WS 19-20

Meeting Date: July 15, 2019

AGENDA ITEM INFORMATION

**SUBJECT: Fire Truck
Bond Discussion**

Originator:

Mayor	
City Council	
City Administrator	DG
Fire Chief	MB

SUMMARY STATEMENT: Discussion on asking for a vote on the purchase of a new fire engine to replace the 1978 Seagraves.

The City maintains a fire department consisting of 3 fire engines, 1 aerial platform, 4 brush trucks and 1 basic life support vehicle. The newest vehicle is a 2012 F350 BLS vehicle, the oldest is the 1978 Seagraves.

While this 41 year old truck has served the city well, the members of the department are concerned with the cost of annual maintenance, but more importantly, the reduced functionality of a truck that age. The age and specifications of fire engines make a difference in the insurance rate citizens pay. Previously, Long Beach had purchased new engines roughly every 10 years. This has expanded to 15 years and now we are close to 20 years. The engines we currently have are:

2002 Pierce Contender, 1,500 gallon per minute pump, 750 gallon tank.

1987 FMC, 1,500 gallon per minute pump, 500 gallon tank.

1978 Seagraves, 1,250 gallon per minute pump, 1,000 gallon tank.

Fire engines are expensive, with the 2002 Pierce costing about \$240,000. The members of the department have been looking at options and are finding a new engine is about \$470,000 and equipment of about \$50,000. Grand total is estimated at \$560,000 with tax.

Samples of the trucks we have considered will be at the workshop. The annual budget for the fire department is around \$130,000. While this is a volunteer department, the cost of equipment continues to rise almost exponentially.

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

Estimates for costs:

Value of property	\$ 124,400	\$ 200,000	\$ 250,000	\$ 300,000
Current Taxes	\$ 1,425.32	\$ 2,291.51	\$ 2,864.38	\$ 3,437.26
Yearly Increase	\$ 28.61	\$ 46.00	\$ 57.50	\$ 69.00
Total with Bond	\$ 1,453.93	\$ 2,337.51	\$ 2,921.88	\$ 3,506.26
Monthly Increase	\$ 2.38	\$ 3.83	\$ 4.79	\$ 5.75
Daily Increase	\$ 0.08	\$ 0.13	\$ 0.16	\$ 0.19

The only other cost the city would incur is the price of putting the issue on the ballot. According to Pacific County Auditor Joyce Kidd, that would cost varies depending on the number of issues on the ballot. If the election were for Long Beach only (a special election) it would be about \$12,000.

The members of the department have openly looked at other options, such as purchasing used, keeping the current truck and doing nothing at all. The general consensus is that waiting to purchase will just delay the inevitable, with the truck much more expensive.

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

TAB - B

LONG BEACH CITY COUNCIL MEETING

July 1, 2019

6:30 COUNCIL WORKSHOP

C. McGuire, C. Kemmer, C. Linhart, and C. Murray were all present. C. Kline was absent.

WS 19-18- Right-of-Way Discussion

- David Glasson, City Administrator, presented the workshop bill.
- Discussion on unused portion of Rights of Way (ROW). This issue has been ongoing for more than 30 years. City staff in the past allowed the property owner to could landscape the unused portion of the ROW, but couldn't preclude cars from parking in the area and also had the understanding that if for some reason the city had to dig up the landscaping for installation or maintenance purposes, we wouldn't cover any costs to replace or repair damage to the landscaping.

Potential Concerns with ROW uses:

1. Liability issues may arise depending on use.
2. The city may need that land in the near future for travel or utility purposes. Future owners may not be aware that the ROW is their property.
3. If adjacent owners don't maintain, the city will potentially spend more time mowing and maintaining.

Suggested recommendations:

1. Keep the status quo and allow property owners to continue to landscape unused ROW. Minimum distance from pavement edge to landscaping should not be less than 10 feet. Future disturbance of landscaping will not be repaired or reimbursed. Fencing is not considered landscaping.
 2. Reserve ROW for future utility and travel uses. Property owner may not landscape past property lines.
- **No decisions or motions were made at this time.**

WS 19-19- Code Amendments

- Ariel Smith, Community Development Director, presented the workshop bill.

Suggested amendments

Shoreline Conservancy District – 12-9C-2 Permitted Uses

The addition of Dog Park and Art Park – add definitions to section 12-2-1

Dog Park: A park for dogs to exercise and play off-leash in a controlled environment under the supervision of their owners.

3. Art Park: A park that is dedicated to the presentation of art, usually several permanently sited works in durable materials with landscaped surroundings.
- **No decisions or motions were made at this time.**
 - The Mayor adjourned the workshop at 6:59 p.m.

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

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

ROLL CALL

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

PUBLIC COMMENT

Mike O'Hara made a comment.

CONSENT AGENDA

Minutes, June 17, 2019 City Council Meeting

Payment Approval List for Warrant Registers 58700-58728 & 85369-85425 for \$244,044.44

C. Linhart made the motion to approve the Consent Agenda. C. McGuire seconded the motion; 4 Ayes, motion passed.

BUSINESS

AB 19-48– Six Year Transportation Improvement Plan- PUBLIC HEARING

The Mayor opened the public meeting at 7:03p.m.

Ariel Smith, Community Development Director, presented the Agenda Bill. RCW 35.77.010 requires Cities to adopt a “Six Year Street and Arterial Street Plan” each year. This is the updated Resolution for 2020.

The Mayor closed the public meeting at 7:04 p.m.

C. Linhart made the motion to adopt Resolution 2019-06 approving the six-year transportation improvement plan 2020-2025. C. Murry seconded the motion; 4 Ayes, motion passed.

AB 19-49– Capital Facilities Plan- PUBLIC HEARING

The Mayor opened the public meeting at 7:06 p.m.

Ariel Smith, Community Development Director, presented the Agenda Bill. City Staff, along with the Mayor have put together a 6-year plan outlining infrastructure needs. This plan covers the estimated potential cost, the year in which it should be replaced and the possible funding source. This plan serves as a guideline for upcoming projects.

The Mayor closed the public meeting at 7:06 p.m.

C. Linhart made the motion to approve resolution 2019-07 establishing a Capital Facilities Plan for the city. C. McGuire seconded the motion; 4 Ayes, motion passed.

AB 19-50– Ordinance 970 Sand Hauling Fees

David Glasson, City Administrator, presented the Agenda Bill. The fees proposed are in line with what Pacific County charges.

C. Linhart made the motion to adopt Ordinance 970 amending the sand hauling fees. C. McGuire seconded the motion; 4 Ayes, motion passed.

AB 19-51– Surplus Equipment Bid Award

David Glasson, City Administrator, presented the Agenda Bill. The city received bids for the surplus equipment, with the high bidders highlighted in yellow. The bids highlighted in orange were the closest to the minimum bid.

C. Linhart made the motion to approve the sales of surplus equipment to the highest bidders. C. Murry seconded the motion; 4 Ayes, motion passed.

AB 19-52– State Archives Local Records Grant Program

Ariel Smith, Community Development Director, presented the Agenda Bill. The city submitted an “Organize the File Room” grant application in early 2019. The city was notified on June 27th that \$9,747 was awarded. The city must accept the grant to receive the funds and needs Council approval to do so.

C. Linhart made the motion to authorize the Mayor to accept this grant award. C. Kemmer seconded the motion; 4 Ayes, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Report and Decision for CUP 2019-03
- Report and Decision for CAO V 2019-02
- Report and Decision for CAO V 2019-03
- South Pacific County Community Foundation
- Discovery to Bay Trail Meeting Notice

ADJOURNMENT

The Mayor adjourned the meeting at 7:18 p.m.

Mayor

ATTEST:

City Clerk

LONG BEACH CITY COUNCIL MEETING

June 19, 2019

5:00 CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

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

ROLL CALL

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

PUBLIC COMMENT

No comments were made by the public.

BUSINESS

AB 19-47– SUP 2019-06- RV Sales Event

Ariel Smith, Community Development Director, presented the Agenda Bill.

SUMMARY STATEMENT: Facts regarding the SUP request:

1. A request to hold an RV Sales Event at the Bolstad approach;
2. The event would run June 28th, 29th and 30th but he requests the permit from the June 25th through July -1st for set-up and clean-up; and
3. A draft letter permit including conditions for Council consideration.

The applicant held an event on June 15-16 and is requesting to have another event on the weekend of June 28-29. The applicant complied with the conditions of the previously approved permit. There were complaints regarding the event.

C. Linhart made the motion to approve SUP 2019-06 allowing an RV show on the Bolstad approach and portions of the municipal parking lot. C. Cline seconded the motion; 3 Ayes; 2 Absent, motion passed.

ADJOURNMENT

The Mayor adjourned the meeting at 5:05 p.m.

Mayor

ATTEST:

City Clerk



Warrant Register

Check Periods: 2019 - July - First

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

Number	Name	Amount	Check Date	Check Type	Category
58730	Bell, Helen S	\$303.06	7/5/2019		
58731	Binion, Jacob	\$1,700.60	7/5/2019		
58732	Booi, Kristopher A	\$1,625.84	7/5/2019		
58733	Cline, Kevin M	\$266.19	7/8/2019		
58734	Cox, Mallory E	\$479.91	7/5/2019		
58735	Eastham, Miranda L	\$1,634.32	7/10/2019		
58736	Gilbertson, Bradley K	\$1,546.46	7/5/2019		
58737	Goulter, John R.	\$1,679.61	7/8/2019		
58738	Huff, Timothy M.	\$1,719.41	7/9/2019		
58739	Kaino, Kris	\$1,012.96	7/5/2019		
58740	Kemmer, Holli L	\$266.19	7/5/2019		
58741	Kemmer, Larry L	\$1,495.87	7/5/2019		
58742	Luethe, Paul J	\$1,960.25	7/5/2019		
58743	McGuire, Tina M	\$266.19	7/5/2019		
58744	Miller, Matt W	\$1,591.45	7/5/2019		
58745	Mortenson, Tim	\$1,761.90	7/8/2019		
58746	Murry, Del R	\$266.19	7/5/2019		
58747	Padgett, Timothy J	\$1,603.85	7/5/2019		
58748	Persell, Whitney J	\$1,245.09	7/8/2019		
58749	Quittner, Jonathan H	\$1,010.71	7/5/2019		
58750	Warner, Ralph D.	\$784.15	7/10/2019		
58751	Williams, David L	\$368.29	7/5/2019		
58752	Wood, Matthew T	\$1,582.97	7/5/2019		
58753	Wright, Flint R	\$2,807.15	7/8/2019		
58754	Zuern, Donald D.	\$2,285.95	7/5/2019		
58755	AFLAC	\$481.57	7/5/2019		
58756	Association of WA Cities	Void	7/5/2019		
58757	Association of WA Cities	Void	7/5/2019		
58758	City of Long Beach - Fica	Void	7/5/2019		

Number	Account	Month	Year	Amount
58759	City of Long Beach - FWH	7/5/2019		Void
58760	Council Gift Fund	7/5/2019		\$60.00
58761	Dept of Labor & Industries	7/5/2019		Void
58762	Dept of Retirement Systems	7/5/2019		Void
58763	Dept of Retirement Systems Def Comp	7/5/2019		Void
58764	Employment Security Dept	7/5/2019		Void
58765	Massmutual Retirement Services	7/5/2019		\$675.00
58766	Teamsters Local #58	7/5/2019		Void
58767	Association of WA Cities	7/5/2019		\$30,961.19
58768	City of Long Beach - Fica	7/5/2019		\$13,256.92
58769	City of Long Beach - FWH	7/5/2019		\$8,108.08
58770	Dept of Labor & Industries	7/5/2019		\$2,018.25
58771	Dept of Retirement Systems	7/5/2019		\$14,847.55
58772	Dept of Retirement Systems Def Comp	7/5/2019		\$3,191.50
58773	Employment Security Dept	7/5/2019		\$220.58
58774	Teamsters Local #58	7/5/2019		\$178.50
85426	Meling, Casey	7/2/2019	7/10/2019	\$47.36
85427	Tangly Cottage Garden	7/3/2019	7/8/2019	\$648.60
85428	Prestegard, Ray	7/5/2019	7/8/2019	\$200.00
85429	Glasson, David	7/9/2019	7/10/2019	\$105.00
85430	Department of Licensing	7/10/2019		\$47.75
85431	Castaneda, Elzie Kaylene	7/11/2019		\$114.00
85432	D'Angelo, Paul	7/11/2019		\$228.00
85433	Foram, Tristian	7/11/2019		\$171.00
85434	Scheller, Daniel	7/11/2019		\$171.00
85435	Grove, Jeremy	7/11/2019		Void
85436	Mortimeyer, Laney	7/11/2019		\$318.00
85437	Seeman, Wayne J.	7/11/2019		\$318.00
85438	Grove, Jeremy	7/11/2019		\$585.00
85439	A-1 Redi Mix	7/11/2019		\$2,179.30
85440	Airgas USA LLC	7/11/2019		\$51.71
85441	All Safe Mini Storage	7/11/2019		\$95.00
85442	All Things Fun Sports!	7/11/2019		\$2,500.00
85443	Arts Auto Parts Inc.	7/11/2019		\$51.85
85444	Association of Washington Cities	7/11/2019		\$200.00
85445	Astoria Janitor & Paper Supply	7/11/2019		\$1,725.38
85446	Baber, Terry	7/11/2019		\$2,000.00
85447	Backflow Management Inc	7/11/2019		\$1,507.50
85448	Bailey's Saw Shop	7/11/2019		\$64.95
85449	Beachdog.com Inc.	7/11/2019		\$165.00
85450	BSK Associates	7/11/2019		\$180.00
85451	Cascade Fire Equipment	7/11/2019		\$376.88
85452	CDW Government	7/11/2019		\$279.44
85453	Chinook Observer	7/11/2019		\$587.87
85454	City of Long Beach	7/11/2019		\$50.00
85455	Clatsop Power Equipment	7/11/2019		\$28.99

Account Number	Description	Debit Date	Debit Amount
85456	Columbia Ford, Inc.	7/11/2019	\$41,116.12
85457	Cottage Bakery	7/11/2019	\$53.35
85458	Creative Community Solutions, Inc.	7/11/2019	\$2,000.00
85459	Dennis Company	7/11/2019	\$900.42
85460	Department of Revenue	7/11/2019	\$20.00
85461	Ellyson, Sue	7/11/2019	\$11.34
85462	England Marine Supply	7/11/2019	\$860.32
85463	Eron, Judy	7/11/2019	\$200.00
85464	Evergreen Rural Water of WA	7/11/2019	\$3,024.00
85465	Evergreen Septic Inc	7/11/2019	\$198.00
85466	Fastenal Company	7/11/2019	\$659.59
85467	FedEx	7/11/2019	\$21.87
85468	Franceour, Justin	7/11/2019	\$200.00
85469	Goulter, Allen J III	7/11/2019	\$1,300.00
85470	Gray & Osborne	7/11/2019	\$54,050.22
85471	Iron Mountain	7/11/2019	\$714.86
85472	Julie Tennis, LLC	7/11/2019	\$150.00
85473	K & L Supply, Inc.	7/11/2019	\$2,477.03
85474	Lawson Products, Inc.	7/11/2019	\$352.59
85475	Long Beach Commercial Security	7/11/2019	\$9.75
85476	MailFinance	7/11/2019	\$637.71
85477	Myers, Ragan	7/11/2019	\$132.34
85478	North Coast Truck Parts	7/11/2019	\$775.00
85479	Ohana Media Group	7/11/2019	\$200.00
85480	Oman & Son Builders	7/11/2019	\$358.34
85481	One Call Concepts, Inc.	7/11/2019	\$17.12
85482	Oregon Dept. of Transportation	7/11/2019	\$6.50
85483	Pacific County Auditor	7/11/2019	\$37.00
85484	Pacific County Sheriff's	7/11/2019	\$10,556.75
85485	Pacific Office Automation	7/11/2019	\$342.36
85486	PCE Pacific Inc.	7/11/2019	\$2,557.62
85487	Peninsula Sanitation	7/11/2019	\$6,420.38
85488	Public Utility District 2	7/11/2019	\$8,324.04
85489	Sid's Iga	7/11/2019	\$38.60
85490	STAPLES BUSINESS CREDIT	7/11/2019	\$76.52
85491	SUNSET AUTO PARTS, INC	7/11/2019	\$632.49
85492	TMG Services, Inc.	7/11/2019	\$2,311.50
85493	Total Battery & Auto	7/11/2019	\$970.13
85494	Verizon Wireless	7/11/2019	\$1,322.94
85495	Visa	7/11/2019	\$4,794.78
85496	Wadsworth Electric	7/11/2019	\$590.24
85497	Western Display Fireworks	7/11/2019	\$1,500.00
85498	Whitney Equipment Co. Inc	7/11/2019	\$5,275.77
85499	Wilcox & Flegel Oil Co.	7/11/2019	\$106.38
85500	Wirkkala Construction	7/11/2019	\$324.90
85501	World Kite Museum	7/11/2019	\$1,625.00

85502 Dept of Natural Resources - Pacific Cascade 7/11/2019 \$100.00

Region

Total Check \$278,615.15
Grand Total \$278,615.15

TAB - C



**CITY COUNCIL
AGENDA BILL
AB 19-53**

Meeting Date: July 15, 2019

AGENDA ITEM INFORMATION		
SUBJECT: Resolution 2019-08 Extending Water Service to the East end of 67 th Place	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	COST:	Water/Wastewater Supervisor
Other: Tourism & Events Coordinator		
<p>SUMMARY STATEMENT: This resolution outlines the responsibilities of extending water service to the east end of 67th place to serve the new WNWR center. As the new water system plan review isn't completed by the WA DOH the attached resolution and BCA – Bilateral Compliance Agreement is necessary for the city to extend our service area.</p>		
<p>RECOMMENDED ACTION: To approve resolution 2019-08 extending water service to the new WNWR center, east end of 67th Place. Approving the BCA presented by the Washington State Department of Health.</p>		

RESOLUTION NO. 2019-08

**A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON,
AUTHORIZING WATER SERVICE OUTSIDE OUR DESIGNATED
WATER SERVICE AREA**

WHEREAS, the Willapa National Wildlife Refuge (WNWR) is in the process of relocating their headquarters to the east end of 67th Place; and

WHEREAS, WNWR has proposed to own and maintain a 3-inch water line from the east end of the City's water line at 67th Place to the headquarters site to provide potable water; and

WHEREAS, WNWR has obtained a franchise from Pacific County to locate the water line within the County right-of-way and will bear all the costs associated with the installation; and

WHEREAS, the city has submitted a draft Water System Plan which identifies the Water Service Area which is configured to allow the City to provide service to the WNWR; and

WHEREAS, the city's plan is still under review by the Washington State Department of Health; and

WHEREAS, the Department of Health recommended that the city enter into a Bilateral Compliance Agreement (BCA) with the Washington State Department of Health to allow for the WNWR to begin construction

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

Section 1. The City of Long Beach desires to allow the WNWR to connect to the City of Long Beach water system and extend the system to their facility at the end of 67th Place.

Section 2. The WNWR shall bear all of costs associated with this extension and pay the appropriate water connection fees and bi-monthly water bills to the City of Long Beach

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, AND SIGNED
IN AUTHENTICATION OF ITS PASSAGE THIS 15TH DAY OF JULY, 2019.**

AYES NAYS ABSENT

Jerry Phillips, Mayor

ATTEST:

Helen Bell, City Clerk

**BILATERAL COMPLIANCE AGREEMENT BETWEEN THE
LONG BEACH WATER DEPARTMENT AND THE
WASHINGTON STATE DEPARTMENT OF HEALTH**

DW REFERENCE #2019-BCA-00XX

The following compliance agreement is hereby established between the Washington State Department of Health (Department) and Donald D. Zuern (Purveyor), Purveyor of the Long Beach Water Department, #48000, a Group A Community water system in Pacific County.

The Willapa National Wildlife Refuge (WNWR) has been provided Federal Funds to develop an administrative office and natural resources center within the WNWR. Jackie Ferrier, Project Leader with the Willapa National Wildlife Refuge Complex (NWR Complex) has requested water service from the City of Long Beach Water Department, to serve this center. The US Fish & Wildlife (USFW) has evaluated utilizing a well, rain catchment or a lake as potential alternative sources of water. However, these alternatives were determined infeasible.

At this time, the WNWR is located outside of the City of Long Beach's approved service area. In order to expand the City's service area to include the WNWR, the City must submit and have approved an updated Water System Plan (WSP). The City's updated WSP was submitted to the Department of Health on May 8, 2019. The Department has until August 6, 2019, to review and comment on the WSP. Those comments will need to be addressed before the WSP can be approved.

The City of Long Beach or the USFW will need to submit a project report in order for the Department to approve the water service to the WNWR. In accordance with WAC 246-290-110, the Department is unable to review project submittals for water systems that do not have a current, approved WSP unless a written compliance agreement outlining a schedule for plan submittal is established. To stay in compliance with this rule and receive project approval;

The Purveyor agrees to:

1. Update its Water System Plan (WSP). On or before February 6, 2020, the Purveyor agrees to submit a response to the Department's comment letter that will be issued on or before August 6, 2019 for Project #19-0508.

The Department agrees to:

1. Review a Project Report. The Department shall review the Purveyor's project submittal to extend water service to the WNWR. When the requirements of 246-290-110 are met, the Department will approve the project.
2. Defer any enforcement. The Department shall defer any enforcement actions for Water System Plan update as long as the conditions of this agreement are being met.
3. Renegotiate agreement. The Department agrees to renegotiate the level of activity of the schedules identified in this agreement if requested by the Purveyor.

It is understood that failure to comply with this agreement without reasons acceptable to the Department may result in the termination of this agreement, issuance of a yellow operating permit, and further enforcement.

All documents or reports required by this agreement, questions about compliance, and requests to modify this agreement shall be directed to Gael Kantz, Regional Compliance Manager, Post Office Box 47823, Olympia, Washington 98504-7823.

For technical assistance regarding planning requirements or submittals, please contact Regional Planner Mark Mazeski at (360) 236-3038.

Please include the DW reference #2019-BCA-00XX on any submittal or correspondence regarding this BCA.

WASHINGTON STATE
DEPARTMENT OF HEALTH

LONGVIEW WATER DEPARTMENT
REPRESENTATIVE

(Signature)

(Signature)

Andy Anderson, Regional Manager

(title)

(title)

(date)

(date)

(360) 236-3030

(phone)

(

(phone)



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Willapa National Wildlife Refuge Complex
3888 State Route 101
Ilwaco, Washington 98624
Phone: 360-484-3482 Fax: 360-484-3109
www.fws.gov/refuge/willapa

June 19, 2018

Pacific County Commissioners
1216 W Robert Bush Drive
South Bend, WA 98586

Dear Commissioners:

Thank you again for meeting on April 23, 2018 with the City of Long Beach (City), Washington Department of Health (DOH) and the US Fish and Wildlife Service (Service) to discuss the extension of the City's service area to Willapa National Wildlife Refuge's (WNWR) facilities at the east end of 67th Place. The Service's multi-million dollar design contract for construction of the new building and utilities for WNWR, currently out for bid, includes construction of a waterline connecting the end of City's existing two inch line with a three inch line that will run within Pacific County's public utility easement (pending approval of a franchise agreement with the County). The waterline would be owned and maintained by WNWR. This water line will be for drinking water (domestic water service), not fire protection, for the refuge buildings.

As requested by the County, our design has been updated to include two valves for the existing two residences that the waterline passes on the way to the Refuge, should at some point in the future those homeowners want to connect to waterline under a separate agreement with the City for domestic water service.

Below is our agreed upon approach and timeline for this process. Please let me know if I missed anything or if there are any changes.

May 2018 - City of Long Beach includes WNWR facilities in their draft Water System Plan (WSP)

June 2018 - City of Long Beach's draft WSP becomes available for public review and comment (~90 day review)

September 2018 - Comments on the draft WSP due to the City. City incorporates and responds to comments.

December 2018/January 2019 - Final WSP released to the public and provided to DOH for review, comment, approval. DOH will need the Local Government Consistency Determination Form approved by the County at this time (or before).

March/April 2019 - DOH provides comments and/or approval (~60-90 days)

April 2019 - County's Franchise Agreement process begins

May 2019 - County's Franchise Agreement process finalized

June 2019 - WNWR utility construction begins (note: WNWR building construction may begin prior utility construction)

WNWR also agreed to provide the background regarding efforts to explore alternatives to provide drinking water to the project site. The USFWS hired CTA, Architects as the design firm to develop the site master plan and the 35% design documents for the new Office/Multipurpose Facility. As part of the process to develop those documents the FWS considered the feasibility of the project at the Riekkola site. Factors in determining feasibility included location, public access, geotechnical features, constructability, access to site utilities, and a number of other factors. Under access to site utilities the feasibility of providing potable water was further explored.

The attached excerpt from the Owner's Project Requirements (OPR) document includes the three alternatives initially considered for potable water (connection to the City of Long Beach, a reservoir and pump system, and a new well). The connection to the City of Long Beach water system was determined to be the best alternative based on several factors outlined in the OPR. However, following discussions regarding County requirements, further research was done to also explore using a rain water catchment system or trucking water to a cistern if connection the City water system wouldn't be possible. See attached technical memo from CTA Architects. Both documents outline the barriers to all options. Based on this information, we believe connecting to the City's waterline is in the best interest of the public and our natural resources.

Also as suggested, we will submit the franchise agreement to the County for review ASAP.

Thank you again for your support.



Jackie Ferrier
Project Leader

cc: Director, Pacific County Department of Community Development
Director, Pacific County Department of Public Works
Administrator, City of Long Beach
Regional Planner, Washington Department of Health

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 19-54**

Meeting Date: July 15, 2019

AGENDA ITEM INFORMATION		
SUBJECT: Ordinance 971 – Busking	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
	Other: Tourism & Events Coordinator	
COST:		
SUMMARY STATEMENT: This ordinance outlines rules and regulations surrounding busking in Long Beach. It requires an annual permit fee of \$50, an application and consent to general responsibilities of the applicant. The city attorney has reviewed and approved the ordinance.		
RECOMMENDED ACTION: To approve Ordinance 971 establishing Chapter 4-7 “Busking” in the Long Beach City Code.		

ORDINANCE No. 971

AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON, AMENDING TITLE 4 – BUSINESS AND LICENSE REGULATIONS; ESTABLISHING CHAPTER 7: BUSKING

WHEREAS, the City of Long Beach has received numerous requests to allow for busking downtown, and

WHEREAS, the City has researched procedures and policies related to busking, and

WHEREAS, the city wishes to establish guidelines and fee surrounding busking;

WHEREAS, Chapter 7; BUSKING should be as follows:

Chapter 7 BUSKING

4-7-1: DEFINITIONS:

4-7-2: BUSINESS LICENSE REQUIRED:

4-7-3: DESIGNATED BUSKING AREAS

4-7-4: PERFORMER RULES AND REGULATIONS:

4-7-5: PENALTY:

4-7-1: DEFINITIONS:

For the purpose of this chapter, the following terms shall have the meanings ascribed to them in this section:

BUSKER: English term for a street performer.

4-7-2: PERMIT:

A) Annual permit cost is \$50 per year.

B) Permit expire December 31st of each year

C) Permits for the following year will be available the first Monday in January.

D) This permit allows for performers to perform once per day, for up to two hours.

4-7-3: DESIGNATED BUSKING AREAS:

Performers may entertain at the following public areas:

Frying Pan Park

Lewis & Clark Park

Gazebo Park
Marsh's Park

4-7-4: PERFORMER RULES AND REGULATIONS:

Each performer that consents to the busking rules and regulations must agree to the following:

- A) I will display my permit any time I perform in the downtown Long Beach area.
- B) I will not play at one spot while in line at another (double marking).
- C) I will monitor the volume of my performances and maintain a level appropriate for the surroundings.
- D) I will control my audience so as not to block traffic, sidewalks, or access to merchants.
- E) I will not perform under the influence of alcohol, marijuana, illegal drugs or drugs that may alter my ability to perform in public settings.
- F) I will follow the SummerFest busking rules regarding querying, including lining up for the next available time slot only and monitoring my progress line.
- G) I will immediately comply with requests from the Events Coordinator and Long Beach Police.

4-7-5: PENALTY:

Any person violating any of the provisions of this chapter shall, upon conviction, be subject to penalty as provided in section 1-4-1 of this code. (Ord. 812, 6-12-2006; amd. 2007 Code)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, that Title 4; Chapter 7; Busking; is established.

Passed this 15th day of July, 2019.

AYES

NAYS

ABSENT

ABSTENTIONS

Jerry Phillips, Mayor

ATTEST:

Helen Bell, City Clerk



Performer Permit Application

Date: _____

Application for Calendar Year: _____

Print name as you would like it to appear on your badge: _____

Name: _____ Group/Band: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

We occasionally get requests from members of the public for performers to hire for various events. Would you like us to provide your name and contact info for possible paid performances?

YES

NO

Please feel free to like and follow our Facebook page for information on our SummerFest program.

What type of performance and/or activities will you provide in downtown Long Beach (e.g. musical, mime, balloons, face painting, magic, etc.?)

What instruments do you play? _____

Signed: _____ Date: _____

Events Staff: _____ Date: _____

****Check the Busker Bulletin Board for information and updates**** – Located on the SummerFest Facebook page and/or the City of Long Beach website, www.longbeachwa.gov.

Please read and fill out the back side of this form.

2019 Performer Rules and Regulations

Print Name: _____

Please initial the following:

_____ I will display my permit any time I perform in the downtown Long Beach area.

_____ I will not play at one spot while in line at another (double marking).

_____ I will monitor the volume of my performances and maintain a level appropriate for the surroundings.

_____ I will control my audience so as not to block traffic, sidewalks, or access to merchants.

_____ I will not perform under the influence of alcohol, marijuana, illegal drugs or drugs that may alter my ability to perform in public settings.

_____ I will follow the SummerFest busking rules regarding querying, including lining up for the next available time slot only and monitoring my progress line.

_____ I will immediately comply with requests from the Events Coordinator and Long Beach Police.

_____ I hereby acknowledge receipt of the Rules and Regulations governing the performers in Long Beach, WA. I understand and agree to abide by the Rules and Regulations. I also understand that my permit expires on December 31st, 2019.

The undersigned shall defend, indemnify and hold the City of Long Beach, 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 activities or operations performed by the Permittee or on the Permittee's behalf out of issuance of this Permit, except for injuries and damages caused by the sole negligence of the City.

Signed: _____ Date: _____

Events Staff: _____ Date: _____

(Official Use)



Become a SummerFest Long Beach Busker

“Busker” is an English term for street performer. You’ll find a wide-ranging variety of buskers here in Long Beach, performing with instruments and tools ranging from spoons, whistles and puppets to violins. Buskers enrich the downtown’s already vibrant cultural community.

There are 4 locations throughout the downtown where performers can entertain visitors for a 2-hour at a time. Painted musical notes mark the sidewalks where they stand, and the number painted on the note corresponds to the number of performers that can play there at one time. New Performers are always welcome to downtown. Due to the historic nature of the downtown core, horns, percussion and amplified music are not permitted.

All downtown performers are required to purchase a performer’s badge. To perform in the downtown, visit the City Hall office Monday through Friday from 8:00am – 5:00pm to apply. The cost is \$50 for an annual permit.

Performer permits expire December 31st each year. Permits for the following year will be available starting the first Monday in January.

Busker Permits at the Long Beach City Hall Office

Monday – Friday 8:00am – 5:00pm

Buskers Office Application Location:

Long Beach City Hall

115 Bolstad Ave West

Long Beach, WA. 98631

TAB - E



**CITY COUNCIL
AGENDA BILL**

AB 19-55

Meeting Date: July 15, 2019

AGENDA ITEM INFORMATION		
SUBJECT: Jail Services Agreement with Pacific County Sheriff's Department	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST:	Water/Wastewater Supervisor	
<p>SUMMARY STATEMENT: This contract outlines the responsibilities of both the County and City in regard to jail services. This is an update to a preexisting agreement. The city attorney has reviewed and approved.</p>		
<p>RECOMMENDED ACTION: Authorize the Mayor to execute the agreement with the Pacific County Sheriff's Department for jail services.</p>		



PACIFIC COUNTY SHERIFF'S OFFICE

Sheriff Robin Souvenir

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

CONTRACT FOR BOARDING PRISONERS

THIS CONTRACT is entered into this 12 day of July, 2019 between Pacific County, P.O. Box 27, South Bend, Washington 98586-0027 a municipal corporation of the State of Washington hereinafter called the COUNTY, and the City of Long Beach, P.O. Box 310, Long Beach, Washington 98631, hereinafter called the CITY:

WITNESSETH

WHEREAS, the COUNTY maintains a jail facility at South Bend for the purposes of boarding adult prisoners and is willing to board prisoners of other jurisdictions within the limitations of available space; and

WHEREAS, the CITY has, from time to time, the need to board adult and juvenile prisoners in a facility of their jurisdiction and within the COUNTY; and

WHEREAS the CITY has need to use the COUNTY facility and is willing to pay the sum hereinafter provided for; and

WHEREAS RCW 39.34, the "Interlocal Cooperation Act," permits local governmental units to make the most efficient use of their powers and cooperate in a way that is mutually advantageous and provide for services and facilities in a manner that will assist both entities in address the need to incarcerate those who violate the law:

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

I. TERM OF CONTRACT

The term of this Contract shall be deemed to have commenced on the day of execution by all parties and shall end on the 31st day of December 2023, both dates inclusive, unless extended by mutual agreement of the parties.

II. RESPONSIBILITIES OF THE COUNTY AND THE CITY

- A. Between the 1st day of January, 2019, and the 31st day of December 2019, the COUNTY agrees to provide housing and feeding of the CITY's adult prisoners (hereinafter, ADULT) at the rate of \$75.00 for each day or portion thereof that a CITY adult prisoner is housed in the jail. The COUNTY agrees to provide housing and feeding of the CITY's juvenile arrestees (hereinafter, JUVENILE) at the rate of \$50.00 per day for each day or portion thereof that a CITY juvenile arrestee is housed in the jail. The CITY agrees that JUVENILES will only be housed in the jail until they make a court appearance.

- B. Beginning the 1st day of January, 2020, the rate for ADULT prisoners shall increase to \$85.00 for each day or portion thereof that a CITY adult prisoner is housed in the jail.
- C. Any ADULT booked into the jail under the authority of the CITY is the financial responsibility of the CITY for the duration of the ADULT'S confinement in the jail. A booking fee of \$50.00 will be charged to the CITY each time their ADULT is booked in Pacific County. However, if the Pacific County Prosecutor files a felony level charge related to the booking of that ADULT, the ADULT shall not be considered a CITY arrestee and the CITY shall not be responsible for any jail related costs pertaining to the ADULT including the booking fee. For any JUVENILE booked into the jail under the authority of the CITY, the JUVENILE shall be the financial responsibility of the CITY until the juvenile makes a court appearance and the CITY will be charged a \$50.00 booking fee. If the Pacific County Prosecutor files a charge against the JUVENILE related to that JUVENILE'S booking, the JUVENILE shall not be considered a CITY arrestee and the CITY shall not be responsible for any jail-related costs pertaining to the JUVENILE including the booking fee.
- D. If an ADULT or JUVENILE who is booked into the jail at the request of another city within Pacific County also has an outstanding warrant from the CITY, the CITY shall have no financial responsibility for the arrestee until the other city's financial responsibility ceases. When the other city's financial responsibility terminates, the CITY immediately shall become financially responsible for the arrestee under the provisions of paragraph II. B, excluding the booking fee. If an ADULT or JUVENILE who is booked into the jail at the request of a second city within Pacific County also has an outstanding warrant from the CITY and a third city within Pacific County, the CITY and the third city shall share proportionally the financial responsibility for the arrestee under the provisions of paragraph II. B, from the time when the second city's financial responsibility ceases.

The COUNTY will attempt to notify the CITY when the CITY has an outstanding warrant on an individual who is booked into the jail on a matter unrelated to the CITY. Attempted notification shall include, at minimum, calling the CITY's police department, attempting contact with an on-duty CITY police officer at least two times by radio through dispatch, and emailing the CITY's designated email account.

- E. The CITY agrees to pay the COUNTY for boarding services at the rate stated on a monthly basis upon presentation of invoices by the COUNTY Sheriff. The COUNTY may refuse to house CITY ADULTS or JUVENILES if any invoice is not paid within thirty (30) days of being mailed to the CITY.

F. If the CITY contracts with another city within the County for handling the other city's ADULTS or JUVENILES, the other city's arrestees shall be the CITY'S arrestees for the purpose of this contract, and the CITY shall pay the COUNTY for boarding services at the rate stated on a monthly basis for any of the other city's adult or juvenile arrestees (Hereinafter called and combined with "CITY arrestees").

G. Except as provided herein, the CITY agrees to pay all medical costs for the CITY arrestees that are not reimbursed by the State of Washington or otherwise. As part of the screening process upon booking or preparation of a CITY arrestee into the jail, general information concerning the CITY arrestee's ability to pay for medical care shall be identified, including insurance or other medical benefits or resources to which an inmate is entitled. The CITY arrestee may also be evaluated for medicaid eligibility and, if deemed potentially eligible, enrolled in medicaid. This information shall be made available to the CITY, and any provider of health care services. To the extent that federal law allows, both the COUNTY and the CITY are authorized to act on behalf of a confined person for purposes of applying for medicaid.

The COUNTY shall not be liable for medical costs of the CITY arrestees, except for medical costs caused by negligent or intentional acts or omissions of the COUNTY, pursuant to the Indemnification clause, Section III.B below. The COUNTY will make reasonable effort to notify the CITY if any CITY arrestee needs medical care and may incur medical care costs. The COUNTY may refuse to book, or return to the custody of the CITY, a CITY arrestee if it deems, in its sole discretion, that the jail is incapable of meeting the medical needs of the arrestee or the costs of necessary medical services are unreasonably high.

H. The CITY also agrees to pay all transportation costs incurred by the COUNTY on behalf of CITY arrestees. Any other costs incurred by the COUNTY due to an order by a CITY Municipal Court Judge shall be paid by the CITY.

I. The CITY agrees to provide transportation for CITY arrestees to the COUNTY facility at South Bend, unless by mutual agreement other arrangements are made at the time of transport.

J. The CITY agrees to abide by the policies, procedures, and protocols of the Pacific County Sheriff's Office with regard to jail operations, including jail security. A copy of the relevant policies, procedures, and protocols will be provided to the CITY upon request. Any changes to the relevant policies, procedures, and protocols that are implemented by the Sheriff's Office after this contract goes into effect will be given to the CITY upon request.

- K. The CITY agrees that if a CITY police officer brings a CITY arrestee to the jail to be booked, except for emergent circumstances the CITY police officer will remain at the booking station in the jail until the CITY arrestee is subdued to the satisfaction of the COUNTY corrections officer. Unless otherwise waived by the Sheriff, under no circumstances shall a CITY police officer leave a CITY arrestee to be held in the custody of the jail, nor shall the COUNTY corrections officer take custody of the CITY arrestee, unless the CITY police officer:
1. Conducts a thorough search of the CITY arrestee and his/her belongings prior to being allowed entry into the jail;
 2. Provides adequate documentation to hold the CITY arrestee; and
 3. The COUNTY corrections officer has asked the CITY arrestee all of the necessary medical/mental health questions during the booking process to determine that the CITY arrestee is fit for jail custody, or the CITY police officer provides adequate proof of the CITY arrestee's medical and physical condition showing that he/she is fit for incarceration in the jail, including:
 - a. An adult must have a breath or blood alcohol level less than .25 grams/210 liters of breath and decreasing, and no emergent medical care shall be required; and
 - b. A juvenile who shows any indications of alcohol or narcotics in his/her system must be medically cleared by a hospital physician or designee prior to being eligible for incarceration; admission will not be permitted where medical care is recommended in advance or while in custody.
- L. If the CITY police officer has met the mandatory requirements and if the CITY police officer decides that it is necessary to leave the jail prior to the CITY arrestee being subdued to the satisfaction of the COUNTY corrections officer, the CITY shall be billed a minimum of \$160.00. This fee covers the cost of the COUNTY subduing the arrestee.
- M. The CITY agrees that if the ADULT jail population exceeds twenty-nine (29) inmates or exceeds its classification capacity to hold inmates, whichever occurs first, the COUNTY may refuse to accept CITY arrestees into the jail or may release CITY arrestees into the custody of a CITY police officer. If the COUNTY notifies the CITY of a population capacity limit being exceeded, the CITY agrees to either take custody of CITY arrestee(s) as designated by the COUNTY, or to request the arrestee be released from all custody. If no response is received by the Sheriff within 24 hours of notifying the CITY of a population limit being exceeded, the CITY shall be deemed to have requested the arrestee be released from all custody.

- N. The CITY agrees that if the JUVENILE jail population exceeds sixteen (16) inmates or exceeds its classification capacity to hold inmates, whichever occurs first, the COUNTY may refuse to accept JUVENILE arrestees into the jail or may release JUVENILE arrestees into the custody of a CITY police officer. If the COUNTY notifies the CITY of a population capacity limit being exceeded, the CITY agrees to either take custody of the JUVENILE arrestee(s) as designated by the COUNTY, or to request the arrestee be released from all custody. If no response is received by the Sheriff within 24 hours of notifying the CITY of a population limit being exceeded, the CITY shall be deemed to have requested the arrestee be released from all custody.
- O. The CITY agrees that the COUNTY may refuse to take any JUVENILE who is under the age of thirteen (13).

III. INDEMNIFICATION/HOLD HARMLESS

- A. The CITY shall defend, indemnify and hold harmless the COUNTY, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney fees, arising out of or resulting from the negligent acts or omissions, tortious actions, or civil rights violations under State or Federal law of the CITY, its officers, agents and employees in connection with the confinement of any CITY inmate by the COUNTY.
- B. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney fees, arising out of or resulting from the negligent acts or omissions, tortious actions, or civil rights violations under State of Federal law of the COUNTY, its officers, agents and employees in connection with the care, custody or confinement of any CITY inmate by the COUNTY.
- C. To the extent that any claims, damages, losses, and expenses are caused by the concurrent negligence or intentional acts of either of the parties, its officers, agents, or employees, the other party's indemnification obligation hereunder shall be limited to that party's proportionate share of liability as determined by a court of competent jurisdiction or as agreed to by the parties to this contract.
- D. The COUNTY and the CITY hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. The waiver of immunity was mutually negotiated by the parties hereto.

IV. NOTICES

All notices which either party gives the other party shall be delivered in writing to the address below or to such subsequent addresses as the parties shall designate in writing. Such notices shall be deemed received on the date on which the notice is personally

served or on the third day following the date on which the notice was mailed postage prepaid by certified or registered mail to the appropriate party.

TO: Pacific County Sheriff
P.O. Box 27
South Bend, WA 98586-0027

TO: City of Long Beach
P.O. Box 310
Long Beach, WA 98631

V. DEFAULT AND REMEDIES

If either party fails to perform any act or obligation required to be performed by it under this Contract, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Contract; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

- A. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.
- B. In addition, if the CITY fails to make payment on an outstanding invoice within thirty (30) days, and the City has not disputed the invoice, the CITY shall have no further right under this Contract to deliver custody to or otherwise house CITY arrestees at the jail and shall, at the COUNTY's request, remove all CITY arrestees from the jail within fourteen (14) days of notice to do so. Thereafter, the COUNTY may, in its sole discretion, accept CITY arrestees to the jail if all outstanding invoices are paid.

VI. TERMINATION

Either party may terminate this Contract early, with or without cause, upon six (6) months written notice of the termination delivered to the other party, and to the Washington State Office of Financial Management. The notice shall state the grounds for termination and the specific plans for accommodating the affected jail population. Upon early termination of this Contract, the CITY shall pay the COUNTY for all services performed up to the date of termination. The COUNTY shall notify the CITY within thirty (30) days of the date of termination of all remaining costs.

VII. AMENDMENT

This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

If a contract for jail services between the COUNTY and another city is amended to include terms materially different from this agreement, the COUNTY shall notify the CITY of such amendment in writing, and the CITY shall have the right but not the obligation to accept such amendment as written and incorporate it into this agreement, and such amendment shall be deemed to be mutually accepted by both parties.

VIII. SEVERABILITY

If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this Contract shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

IX. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

X. ATTORNEY FEES, COSTS, AND VENUE

In the event either party files a lawsuit to enforce the provisions of this contract, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this Contract shall be filed in the Pacific County Superior Court.

XI. SUCCESSORS

The assignment of this contract is prohibited unless express written permission is issued by the Sheriff and Board of County Commissioners.

XII. APPLICABLE LAW

This Contract shall be governed by the laws of the State of Washington.

XIII. INSURANCE

Without limiting the CITY's indemnification of COUNTY or the COUNTY's indemnification of CITY, and prior to commencement of this CONTRACT, both CITY and COUNTY shall obtain, provide and maintain during the term of this CONTRACT, policies or insurance of the type and amounts described below and in a form satisfactory to the other party or be covered under similar limits by participation in a risk pool.

- A. **General Liability Insurance.** CITY and COUNTY shall each maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$15,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. **Workers' Compensation Insurance.** CITY and COUNTY shall each, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- C. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this CONTRACT shall be endorsed to waive subrogation against COUNTY and CITY respectively, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow CITY or COUNTY respectively or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.
- D. **Named as Additional Insured.** The CITY must name the COUNTY, its officers, agents, officials, employees and volunteers, as an additional insured unless participating in a risk pool. The CITY agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CITY's liability insurance policy shall so state. Likewise, the COUNTY must name the CITY, its officers, agents, officials, employees and volunteers, as an additional insured unless participating in a risk pool. The COUNTY agrees that its liability insurance shall be primary and non-contributory to the CITY's and that COUNTY's liability insurance policy shall so state.

XIV. MISCELLANEOUS

- A. **Entire Agreement.** This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or

written. This Contract supersedes any prior written or oral Contract between the parties.

- B. **No Third-Party Beneficiaries.** This Contract is not intended to benefit any person, entity, or municipality not a party to this Contract, and no other person, entity, or municipality shall be entitled to be treated as a beneficiary of this Contract. This Contract is not intended to nor does it create any third-party beneficiary or other rights in any third person or party.

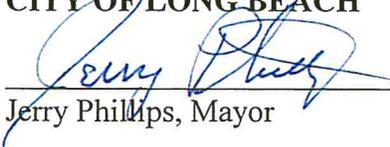
C. **Interpretation.** This Contract has been explicitly negotiated by the parties, and the language in all parts shall be construed according to its fair meaning and not strictly for or against either of the parties. The captions and headings in this Contract are only for convenience and are not intended to affect the interpretation of the provisions of this Contract.

D. **Non-Discrimination Policy.** The COUNTY and the CITY agree not to discriminate in the performance of this Contract because of race; color; national origin; sex; sexual orientation; age; religion; creed; marital status; disabled or Vietnam-era veteran status; the presence of any physical, mental, sensory handicap; or any other status protected by law.

WITNESS WHEREOF, the parties have caused their names to be signed hereto on the date so stated.

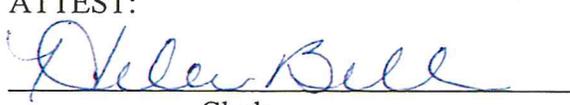
DATED this 12 day of July, 2019

CITY OF LONG BEACH



Jerry Phillips, Mayor

ATTEST:



Clerk

DATED this 12 day of July, 2019

**BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON**

PACIFIC COUNTY SHERIFF'S OFFICE

Frank Wolfe, Commissioner

Robin Souvenir, Sheriff

Lisa Olsen, Commissioner

Mike Runyon, Commissioner

ATTEST

APPROVED AS TO FORM

Marie Guernsey
Clerk of the Board

Date

Prosecutor's Office WSBA#

TAB — F

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpchief@centurytel.net

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

07-01-19

Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for June 2019

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

Long Beach

609 Total Incidents
Aid Call Assists: 4
Alarms: 10
Animal Complaints: 11
Assaults: 1
Assists: 70

(Includes 5 PCSO, 2 WSP And 0 Other Agency Assists Outside City Boundaries)

Burglaries: 0
Disturbance: 24
Drug Inv.: 1
Fire Call Assists: 1
Follow Up: 116
Found/Lost Property: 14
Harassment: 9
Malicious Mischief: 4
MIP – Alcohol: 0
MIP – Tobacco: 0
Missing Persons: 2
Prowler: 1
Runaway: 1
Security Checks: 194
Suspicious: 29
Thefts: 11
Traffic Accidents: 4
Traffic Complaints: 11
Traffic Tickets: 2
Traffic Warnings: 63
Trespass: 10
Warrant Contacts: 3
Welfare Checks: 13

Ilwaco (Includes 20 Calls At Port)

259 Total Incidents
Aid Call Assists: 0
Alarms: 0
Animal Complaints: 5
Assaults: 2
Assists: 22

Burglaries: 1
Disturbance: 7
Drug Inv.: 0
Fire Call Assists: 0
Follow Up: 63
Found/Lost Property: 3
Harassment: 3
Malicious Mischief: 1
MIP – Alcohol: 0
MIP – Tobacco: 0
Missing Persons: 3
Prowler: 0
Runaway: 1
Security Checks: 97
Suspicious: 8
Thefts: 2
Traffic Accidents: 2
Traffic Complaints: 3
Traffic Tickets: 5
Traffic Warnings: 18
Trespass: 2
Warrant Contacts: 2
Welfare Checks: 9

Monthly Report Continued:

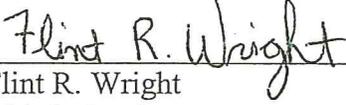
Page 2 of 2

On May 18th I helped chaperone the after prom event at the Lost Roo. This event was sponsored by WellSpring Community Network. I forgot to include this in my last month's report.

On June 1st I provided traffic control for the "color run" at Black Lake. This was a run to help raise awareness for mental health.

On the 11th Officer Miranda Eastham attended training. The training was for the BAC (breathalyzer) machine so she can process DUI's.

Officer Josh Lefor represented the department at the Pacific County Safety Fair on May 22nd. He handed out finger print kits, pens, suckers and sticker badges.



Flint R. Wright
Chief of Police

Parks - Streets - Storm Water June Monthly Report

Monthly

Safety Meetings

Bi-Monthly

Staff Meetings

Fridays and Mondays

Street Sweeping

Backpack blowing of sidewalks and brick parks

Boardwalk and dune trail maintenance

Thursdays

Mowing the mini parks and ball fields

Daily

Restroom maintenance

Garbage maintenance

Hanging baskets

Festivals / Events /set up and tear down

Beach to chowder

Baseball Softball

Youth girls fast pitch

1. Installed drainage on 22nd NE
2. Weed eating around culbertson park
3. Cold patch pot hole maintenance
4. Mowing right of ways with fail mower
5. Changed out banner Patches to July events
6. Sidewalk maintenance weed eating spraying

7. Cut brush back on discovery trail in beards hollow
8. Sprayed shoulders of discovery trail
9. Painted city hall parking lot
10. Buried gray whale
11. Removed fence for new play ground
12. Repaired beach shelter
13. Fertilized mini parks
14. Painted yellow curb 3rd no hwy for bus stop

City of Long Beach Activities Report

June 2019

Water Dept.

Call Outs - 1 (Leak Repairs 5th st ne.)

Meetings - 10 (2) Staff / G&O Water Comp Plan / (2) Contractors / (1) Operators / (1) Admin. / Wellness / (2) Evergreen Rural Water .

Safety Meetings - 0 (None.)

Plant Management - Paperwork / Time Cards / Monthly DOH Report / Monthly DMR's. / Monthly Report / Bills / Log Book / Called Locates / Reviewing ROW Permits / Plant Walk Through / Res Inspections.

Customer Service - 7 (Spot Flushing)

Locates - 18

Emergency Locates – 1 (PUD 67th After Hours)

Re-reads - 10

Install New Meters - 1 (2nd NE, 35th, 18th ne, 25th nw) Meter Reinstall – 1

New Service Investigations – 5 Valve Investigation - 0

New Service Prep – 4 Valve Can Raising - 0

Meter Removal – 0

Meter Repairs - 7

Hydrant Maint. – 1 (Pioneer Rd)

Shut Off's - 4 Emergency Shut Offs – 0

Turn On's - 2

Res. Checking - 2

Res. Maint. – 2

Leak Repairs - 2 (4th ne, 22nd n .)

Leak Investigations - 2

Equipment Cleanup - 5

System Samples - Weekly entire system.

Samples to Lab - 2

Training - None.

Treatment Plant Numbers - 15,508,000 Gallons. (Approx, 516,933 Gal. / Day)

Other Activities –

Reading Meters. (Seaview.)

Homeless Camp Cleanup.

Leak Repairs Maddix Creek Line.

Replaced Rails Maddix Creek Station.

Installed Maddix Creek Pump.

Festival Setup / Tear Down (Beach Run , 4th of July)

Spot Flushing Water System.

Senior Job Shadow.

Replacing Remote Read Meters.

Town Cleanup. (Trash)

Ordered Parts.

Removing Old 1" Stand Pipe. (25th st w.)

Mowing Dolman Dam

Mowing Main Imp. Dam.

Mowing Maddix Creek Station.

Mowing Reservoir Roads.

Replaced (2) Large Meters. (1000 Trails , Lost Roo.)

Moving Fridge For PD.

City of Long Beach Activities Report

June 2019

Wastewater Dept.

Call Outs - 0

Meetings - 7 (K&L Supply / G&O Comp Plan / G&O I&I Issues / Tapani Pre Construction / Evergreen Rural Walk Through (Loran Stephenson) / Tapani Construction Meetings / Seaview Sewer (line TVing & Cleaning).

Safety Meetings - 0

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

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

Customer Service - 1 (Jetted Line @ 15th s & Oregon.)

Locates - 5 Emergency Locates – 0

Hauling Sludge - 19 Loads (85,500 Gal. 6.1 dry tons.)

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

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

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

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

Sink Hole Investigation – 0

Main Repairs - 0

Equipment Cleanup - 2

Headworks Debris Removal – 4 Barrels Decanting Digester – 45,000 Gallons Supernatant ran back through plant.

Training - Kris Studying for WWTPO 2 , Testing in August.

Tye Starting Training at WWTP.

Treatment Plant Numbers – 5.25 Million Gallons. (Approx. 177,000 Gal / Day)

Other Activities –

Jetted Line 17th st Lift Station.

Weedeated All Lift Stations.

17th st Lift Station Level Issues.

Checking New WWTP Progress.

Festival Setup / Tear Down. (Beach Run)

Main Computer Backup Weekly.

Monthly Fire Extinguisher Checkups.

Office Organization & Cleanup.

Mowing Both Sludge Sites.

Cleaning Generator Building.

Jetted Line from 17th to 18th n.

Senior Job Shadow.

Sewer Comp Plan Info to G&O.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

June 28, 2019

The Honorable Jerry Phillips
Mayor of Long Beach
PO Box 310
Long Beach, WA 98631

Dear Mayor Phillips:

Congratulations! The Long Beach Wastewater Treatment Plant is receiving the 2018 “Wastewater Treatment Plant Outstanding Performance” award. Of approximately 300 wastewater treatment plants statewide, yours is one of 109 that achieved full compliance with its National Pollutant Discharge Elimination System (NPDES) permit in 2018.

My staff evaluated wastewater treatment plants in Washington for compliance with the effluent limits, monitoring and reporting requirements, spill prevention planning, pretreatment, and overall operational demands of the NPDES permit.

This is the second consecutive year the Long Beach Wastewater Treatment Plant received this award. Your excellent record is a credit to the dedicated operators who are responsible for running this award-winning plant.

It takes diligent operators and a strong management team, working effectively together, to achieve this high level of compliance. It is not easy to operate a wastewater treatment plant 24 hours a day, 365 days a year, without violations. Ecology appreciates the extraordinary level of effort your plant operators demonstrated throughout 2018. Talented and proficient operators are critical to successful plant operations and protecting the health of Washington’s waters.

We will announce the 2018 award recipients, including the Long Beach Wastewater Treatment Plant, in the coming weeks.

Please call Pat Bailey at 360-407-6281 if you have any questions or comments about your award.

Thank you for the excellent service your operators provide to your community and the waters of Washington.

Sincerely,

Heather R. Bartlett
Water Quality Program Manager



Reusable bag delivery 2 Martha Williams
 Received 1500 bags June, 2019 Ask all 16 June/July
 Columbia Pacific Farmer's Market June 21, 2019 sold 6 bags \$15

Delivery:
 June 28, 2019

Anchorage	Kari	10
Breakers		80
Chautaugua	Beverly	0
Inn at the Arch	Kristina	0
Rodeway	Stephanie	50
Driftwood	B	50
Rosemont	Kathy	10
Mermaid	Karla and Bill	10

June 30, 2019

Chautaugua	Beverly, Aubrey, Kelly	90
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----- One box of 300 delivered

July 1, 2019

Boreas Inn	Bill	10
Boardwalk		10
SandCastle	Don	Not working for his guests
Akari	Kathy-called her	20 GIVE CITY 20 more for them
Coastal Inn		20

Thunderbird: stop in
 Adrift- talk with Tiffany and/or Marina
 Best Western: ask to make sure

David Glasson

From: Larry Yamagata <tiffin3806@att.net>
Sent: Wednesday, July 10, 2019 8:47 PM
To: David Glasson
Subject: Thank you

To the Leadership and staff,

Thank you for a wonderful celebration of our country's freedom on the 4th of July. It is grand to see the flags flying and the "bombs bursting in air" as we remember the sacrifice by others for our independence.

After hearing and reading so many negative comments about the 4th we decided to see it for ourselves. Instead we found: families and friends celebrating; minimal noise after midnight; a lot of clean beach before filling our trash bags early on the 5th and 6th; plenty of bathrooms along the trail (wish some were there all summer); fire crews patrolling and positively interacting with families; police politely letting people know not to park or drive on the clam beds to watch the whales; street planter boxes filled with flowers, patriotic banners and flags.

It is easy to focus on the negative and forget how fortunate we are to live in a place others want to visit. Tourism brings life to the community. It's important to embrace the positive and enjoy the benefits we gain because we are a destination for many.

I urge you to continue to celebrate the 4th in all its glory including the fireworks in celebration of this great country.

Sincerely,

Peggy Brattebo Yamagata
Family residents for over 70 years

Sent from my iPhone