



AGENDA

Long Beach City Council Meeting
Regular City Council December 1, 2014, 7:00 p.m.
Long Beach City Hall - Council Chambers
115 Bolstad Avenue West

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

Call to order	Mayor Andrew, Council Member Linhart, Council Member Hanson,
And roll call	Council Member Perez, Council Member Murry, and Council Member Phillips

CONSENT AGENDA - TAB - A

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, November 17, 2014 Regular City Council meeting.
- Payment Approval List for Warrant Registers 54825-54871 & 77156-77195 for \$186,674.30

BUSINESS

- **AB 14-54 – 2015 Budget Public Hearing – TAB – B**
- **AB 14-55 – 2015 Interlocal Agreement – Municipal Court TAB - C**

ORAL REPORTS

- | | | | | |
|---|--------------|-------|--------------------|------------------|
| • | City Council | Mayor | City Administrator | Department Heads |
|---|--------------|-------|--------------------|------------------|

EXECUTIVE SESSION

- For Personnel – Approximately fifteen minutes

CORRESPONDENCE AND WRITTEN REPORTS – TAB – D

- Correspondence – FEMA response to Mrs. Price
- Correspondence – Mrs. Price regarding public records
- Correspondence – AWC Center for Quality Communities
- Correspondence – Charter Cable – Rate Change
- Sales and Lodging tax reports for November 2014
- Tourism and Events Department November Report

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 typically commencing at 6:00 PM.

December 15, 2014 – 7:00 pm – City Council Meeting

January 5, 2015 - 7:00 pm – City Council Meeting

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 five 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.

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 Clerk at the meeting.

TAB - A

LONG BEACH CITY COUNCIL MEETING

NOVEMBER 17, 2014

CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Andrew called the meeting to order at 7:00 p.m. and asked for the Pledge of Allegiance and roll call.

ROLL CALL

Gene Miles, City Administrator, called roll with Mayor Andrew, C. Linhart, C. Hanson, C. Perez, C. Murry, and C. Phillips present.

CONSENT AGENDA

Minutes, November 3, 2014 Regular City Council meeting

Payment Approval List for Warrant Registers 54775-54823 & 77090-77155 for \$193,226.00

C. Linhart made the motion to approve the consent agenda with C. Hanson seconding the motion. 5 Ayes 0 Nays 0 Abstain, motion passed.

BUSINESS

AB 14-52 Special Use Permit for Non-Profit

Gayle Borchard, Community Development Director, presented the agenda bill. Agenda item is in regards to a request for special use permit by Shoe Boxes of Joy to use the Depot for one month and request that the rental fee be reduced or waived so that the money might go to those being served by the program. **C. Murry made the motion to approve the special use permit and waive the rental fee with C. Hanson seconding the motion. 5 Ayes 0 Nays 0 Abstain, motion passed.**

AB 14-53 Setting Property Tax Rate for 2015 collections

David Glasson, Finance Director, presented the agenda bill. Agenda item is in regards to the preliminary 2015 budget that has been prepared with a 1.0% increase in property tax, plus any new construction and annexations. **C. Phillips made the motion to approve the agenda bill with C. Hanson seconding the motion. 5 Ayes 0 Nays 0 Abstain, motion passed.**

Mayor Andrew opened a Public Hearing for the 2015 Budget. Since there were no comments, the public hearing will be continued at the next council meeting on December 1, 2014

ORAL REPORTS

C. Linhart, C. Murry, C. Phillips, Mayor Andrew, Gene Miles, City Administrator, David Glasson, Finance Director and LBVFD Chief, presented reports.

Mayor Andrew reported that he received Gene Miles resignation as City Administrator effective March 31, 2015. The Mayor praised Gene for his work for the city and wished him well on his retirement.

CORRESPONDENCE AND WRITTEN REPORTS

Correspondence – Police Report for November 2014
Correspondence – GMA update information
Correspondence – Tourism and Events information
Business License – J&L Lawn & Property Maintenance; Long Beach
Business License – Flowers & Hedge Design; Long Beach
Business License – Taiho Oncology, Inc; Princeton, NJ
Business License – Law Office of Jonathan Quttner; Seattle, WA
Business License – RB Repairs; Long Beach
Business License – Queen of Clean House Service; Long Beach
Business License – Sweet Phee's; Long Beach
Business License – Cutting's Coastal Design; Chinook, WA
Business License – Red Bird Taxi; Long Beach

PUBLIC COMMENT

No public comment.

ADJOURNMENT

Mayor Andrew adjourned the meeting. The meeting was adjourned at 7:21 p.m.

Mayor

ATTEST:

City Clerk



Warrant Register

Check Periods: 2014 - November - 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.

Council Member	Council Member	Council Member	Finance Director	
Number	Name	Print Date	Clearing Date	Amount
54825	Bell, Helen S	11/20/2014		\$1,199.58
54826	Binion, Jacob	11/20/2014		\$1,554.33
54827	Bonney, Matthew T	11/20/2014		\$1,234.77
54828	Booi, Kristopher A	11/20/2014		\$850.03
54829	Borchard, Gayle	11/20/2014		\$1,600.03
54830	Payroll Vendor	11/20/2014		Void
54831	Daulton, Alan T	11/20/2014		\$355.72
54832	Ellyson, Susan R	11/20/2014		\$1,035.42
54833	Fitzgerald, Rick E.	11/20/2014		\$1,379.63
54834	Gilbertson, Bradley K	11/20/2014		\$1,397.88
54835	Glasson, David R.	11/20/2014		\$2,537.35
54836	Goulter, John R.	11/20/2014		\$1,554.02
54837	Gray, Karen	11/20/2014		\$219.21
54838	Huff, Timothy M.	11/20/2014		\$1,466.64
54839	Kirby, Gary E	11/20/2014		\$724.76
54840	Kitzman, Michael	11/20/2014		\$2,099.53
54841	Luethe, Paul J	11/20/2014		\$1,527.45
54842	Payroll Vendor	11/20/2014		Void
54843	Miles, Eugene S	11/20/2014		\$2,530.41
54844	Payroll Vendor	11/20/2014		Void
54845	Payroll Vendor	11/20/2014		Void
54846	Payroll Vendor	11/20/2014		Void
54847	Ostgaard, Loretta G	11/20/2014		\$1,392.73
54848	Padgett, Timothy J	11/20/2014		\$1,344.18
54849	Payroll Vendor	11/20/2014		Void
54850	Payroll Vendor	11/20/2014		Void
54851	Russum, Richard	11/20/2014		\$1,413.32
54852	Warner, Ralph D.	11/20/2014		\$1,851.14
54853	Wright, Flint R	11/20/2014		\$2,368.31

Execution Time: 9 second(s)

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Register

Number	Name	Print Date	Clearing Date	Amount
54854	Zuern, Donald D.	11/20/2014		\$2,032.99
54855	Myers, Ragan S.	11/20/2014		\$1,430.35
54856	Cutting, Jeffrey G.	11/20/2014		\$2,326.31
54857	Meling, Casey K	11/20/2014		\$1,747.86
54858	Mortenson, Tim	11/20/2014		\$2,160.90
54859	Nawn, Rodney J.	11/20/2014		\$2,050.10
54860	Parker, Michael T	11/20/2014		\$1,764.74
54861	Ross, Steven J	11/20/2014		\$1,409.69
54862	Bud Strange	11/24/2014		\$280.00
54863	AFLAC	11/20/2014		\$209.88
54864	Association of WA Cities	11/20/2014		\$19,121.94
54865	City of Long Beach - Fica	11/20/2014		\$10,162.80
54866	City of Long Beach - FWH	11/20/2014		\$8,453.15
54867	Dept of Labor & Industries	11/20/2014		\$1,709.59
54868	Dept of Retirement Systems	11/20/2014		\$9,280.83
54869	Dept of Retirement Systems Def Comp	11/20/2014		\$1,225.00
54870	Massmutual Retirement Services	11/20/2014		\$375.00
54871	Teamsters Local #58	11/20/2014		\$182.00
77156	Long Beach Tavern	11/17/2014		\$52.44
77157	Pacific County Auditor	11/17/2014		\$32.00
77158	Class of 2015	11/18/2014		\$25.00
77159	Pacific County Auditor	11/19/2014		\$32.00
77160	Tangly Cottage Garden	11/19/2014		\$1,210.68
77161	Bank of The Pacific	11/19/2014		\$33,093.52
77162	Petty Cash	11/21/2014		\$49.97
77163	CenturyLink	11/21/2014		\$1,787.56
77164	At&t Mobility	11/21/2014		\$52.65
77165	Wright, Flint	11/24/2014		\$17.00
77166	Zuern, Donald	11/24/2014		\$184.84
77167	Airgas USA LLC	11/18/2014		\$27.90
77168	AlSCO-American Linen Div.	11/18/2014		\$61.53
77169	American Water Works Association	11/18/2014		\$205.00
77170	Association of Washington Cities	11/18/2014		\$1,710.91
77171	Astoria Janitor & Paper Supply	11/18/2014		\$59.72
77172	Bank of The Pacific	11/18/2014		\$8,594.45
77173	City of Long Beach	11/18/2014		\$1,139.06
77174	Columbia Ford, Inc.	11/18/2014		\$404.46
77175	Computer Service Inc.	11/18/2014		\$390.00
77176	DAVIS WRIGHT TREMAINE LLP	11/18/2014		\$16,323.33
77177	Day Wireless Systems	11/18/2014		\$437.41
77178	Department of Health	11/18/2014		\$168.00
77179	Dept of Ecology	11/18/2014		\$30.00
77180	Galls, LLC	11/18/2014		\$41.92
77181	H. D. FOWLER	11/18/2014		\$2,420.54
77182	Jacobson, Dale	11/18/2014		\$696.72
77183	K & L Supply, Inc.	11/18/2014		\$773.14

Execution Time: 9 second(s)

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Register

Number	Name	Print Date	Clearing Date	Amount
77184	L.N. Curtis & Sons	11/18/2014		\$2,182.95
77185	Law, Lyman, Daniel,	11/18/2014		\$164.00
77186	Lawson Products, Inc.	11/18/2014		\$366.43
77187	Long Beach Commercial Security	11/18/2014		\$536.50
77188	Ocean Beach Hospital	11/18/2014		\$283.00
77189	Powell, Selter & Co., P.S	11/18/2014		\$1,100.00
77190	Public Utility District 2	11/18/2014		\$9,623.70
77191	South District Court	11/18/2014		\$2,333.14
77192	Standard Insurance Co.	11/18/2014		\$1,828.92
77193	Unum Life Insurance	11/18/2014		\$45.60
77194	Verizon Wireless	11/18/2014		\$137.25
77195	Visa	11/18/2014		\$491.49
Total			Check	\$186,674.30
Grand Total				\$186,674.30

TAB - B



**CITY COUNCIL
AGENDA BILL
AB 14-54**

Meeting Date: December 1, 2014

AGENDA ITEM INFORMATION

***SUBJECT: 2015 Budget
Adoption***

Originator:

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

COST:

SUMMARY STATEMENT: 2015 Final Budget Public Hearing

RECOMMENDED ACTION: Receive public comment on the proposed budget. If the City Council is satisfied, adopt Ordinance 904, otherwise continue the public hearing to a future date (must be tomorrow).

ORDINANCE No. 904

AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON, ADOPTING THE 2015 FINAL BUDGET.

WHEREAS, it is required that each municipality adopt an annual budget, and,

WHEREAS, the City Clerk did publish in a timely manner all required notices for said budget, and,

WHEREAS, the City Council held several budget workshops and a public hearing at City Council meetings,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, that the 2015 Final Budget is hereby adopted.

PASSED this 1st day of December, 2014.

AYES

NAYS

ABSENT

ABSTENTIONS

MAYOR

ATTEST:

Clerk

2015 FINAL BUDGET

<i>Fund</i>	<i>Revenues & Non Revenues</i>	<i>Expenditures & Non Expenditures</i>
Current Expense	\$ 1,460,135	\$ 1,522,458
Capital Projects	\$ 16,000	\$ 75,000
Law Enforcement	\$ 935,000	\$ 936,117
Fire Equipment	\$	\$
Streets	\$ 221,300	\$ 176,013
Lodging Tax	\$ 541,100	\$ 676,144
Capital Improvement	\$ 90,500	\$ 118,263
Police Sinking Fund	\$ 36,000	\$ 36,000
Water Operations	\$ 1,490,849	\$ 1,488,019
Sewer Operations	\$ 1,057,150	\$ 1,028,827
Storm Water	\$ 214,756	\$ 188,750

TAB - C



**CITY COUNCIL
AGENDA BILL
AB 14-55**

Meeting Date: December 1, 2014

AGENDA ITEM INFORMATION		
SUBJECT: 2015 Court Contract with Pacific County	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	DG
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: \$19,000 per year.	Other:	
SUMMARY STATEMENT: This is an the same contract as adopted in 2012, with an increase from \$14,000 per year to \$19,000 per year.		
RECOMMENDED ACTION: <i>Authorize the Mayor to sign the agreement.</i>		

**AMENDED INTERLOCAL AGREEMENT BETWEEN
PACIFIC COUNTY AND THE CITY OF LONG BEACH
FOR MUNICIPAL COURT SERVICES AND FACILITIES 2015**

RECITALS

A. The County of Pacific (hereafter “Pacific County”) is a municipal corporation organized under the laws of the State of Washington.

B. The City of Long Beach (hereafter “Long Beach”) is a municipal corporation organized under the laws of the State of Washington.

C. Each of the parties to this Agreement is authorized under Washington law to create and operate a municipal court pursuant to chapter 3.50 RCW or a municipal court department pursuant to RCW 3.50.

D. The Interlocal Cooperation Act, chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform.

E. RCW 3.62.070, 39.34.180 and 3.50.805 each directly or by implication authorize municipal corporations to enter into interlocal agreements for municipal court services.

F. Long Beach has previously created and currently operates a municipal court pursuant to chapter 3.50 RCW.

G. Long Beach has determined that a contract with Pacific County for the provision of certain municipal court services under the Interlocal Cooperation Act would be more efficient and cost effective than providing its own facilities and hiring employees.

I. Pacific County is willing to provide these municipal court services to Long Beach on the terms and conditions set forth in this Agreement.

J. The parties enter this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW.

AGREEMENT

1. Purpose of Agreement. The purpose of this Agreement is to provide for the provision of certain municipal court services by Pacific County to Long Beach, through the use of the facilities and personnel of the Pacific County South District Court, to the maximum extent permitted by law, for the filing and processing of Long Beach's civil, traffic or other infractions and criminal citations; to set forth compensation to be paid by Long Beach for such services; and to specify the responsibilities of Pacific County and Long Beach respectively for such municipal court services.

2. Formation of Long Beach Municipal Court and Appointment of Judge. Long Beach has previously created a municipal court pursuant to RCW 3.50 and a copy of that ordinance is attached hereto. Furthermore Long Beach has previously appointed a municipal court judge, public defender and city prosecutor. The Long Beach Municipal Court shall have jurisdiction as provided in RCW 3.50.020. A case filed in Pacific County South District Court shall continue to be a Long Beach Municipal Court case, notwithstanding its filing in Pacific County South District Court.

3. Filing of Long Beach Municipal Court Cases. Commencing January 1, 2013, all Long Beach Municipal Court cases, which shall include all notices of infractions and criminal complaints or citations alleging violations of Long Beach's ordinances, shall be filed in the Pacific County South District Court for processing under this Agreement.

4. Municipal Court Services Provided by Pacific County. All personnel of the Pacific County South District Court shall be employees of Pacific County South District Court, which shall be responsible for all compensation, benefits, and taxes of any nature related to their employment. Pacific County South District Court shall provide municipal court facilities and services for the processing of Long Beach Municipal Court cases in the same manner and at the same level as Pacific County provides for the same type of cases originating in Pacific County South District Court, including but not limited to the following:

4.1 Court Staff. Pacific County South District Court shall provide court staff necessary to process all criminal and civil citations filed by Long Beach. Pacific County shall provide a level of service the same as that provided for Pacific County cases and that which is necessary for the efficient processing of all municipal cases. By way of illustration and not by limitation, this

“processing” shall include the issuance of all summonses, warrants, maintenance of court cases, and processing of all fines and forfeitures including collection thereof for municipal cases. Processing shall also include filing, adjudication and penalty enforcement of all Long Beach cases filed, or to be filed, by Long Beach in Municipal Court, including, but not limited to, the issuance of arrest warrants, setting motions and evidentiary hearings, discovery matters, bench and jury trials, sentencing, post-trial motions, the duties of municipal court regarding appeals and all local court services imposed by state statute, court rule, Long Beach ordinance, or other regulation as now existing or hereinafter amended. The court staff shall utilize the DISCIS/Judicial Information System as appropriate for all municipal cases. Long Beach shall be responsible for “discovery” as provided in court rules and statutes for all municipal cases.

4.2 Bailiff. Pacific County South District Court shall provide a court bailiff as determined by Pacific County South District Court staff.

4.3 Municipal Judge. Long Beach shall appoint a qualified judge or judge pro tem who shall preside over and hear Long Beach municipal cases. The Mayor of Long Beach shall appoint and the City Council shall confirm any subsequently appointed or reappointed judge as the judge of the Long Beach Municipal Court.

4.4 Supplies and forms. The Pacific County South District Court shall provide all forms and paperwork necessary for processing Long Beach Municipal Court cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, warrants and general office supplies.

4.5 Language Interpretation. Pacific County South District Court shall provide and pay for all language interpretation services for defendants.

4.6 Jury Fees. Pacific County South District Court shall pay for all jury fees for Long Beach Municipal Court cases.

4.7 Collection for Nonpayment. Pacific County South District Court will, through the collection process or as otherwise provided by law attempt to collect all fines and fees past due for Long Beach cases as determined by the Pacific County South District Court staff.

4.8. Facility and Utility Costs. Pacific County South District Court shall provide and maintain all equipment such as copiers, computers, printers, and other equipment necessary for the processing of municipal cases. The Pacific County South District Court shall provide the use of the Pacific County South District Court courtroom, all office space necessary for the processing of municipal cases, and associated janitorial services, facility insurance, building repair and maintenance, and related expenses. Pacific County South District Court will be responsible for payment of all utility charges such as power, water, sewer, solid waste and telephone services for any portion of the facility or facilities utilized to process municipal cases.

4.9 Long Beach Municipal Court Calendar. A Long Beach Municipal Court calendar shall be scheduled at such times and dates as are compatible with the existing court calendars, the schedule of the judge and the schedule of the prosecutor. Matters heard on the regularly scheduled Long Beach municipal calendar shall be pre-trial hearings, motions, bench trials, review, revocation and sentencing hearings. Jury trials will be scheduled at such times as determined by the Court Administrator and Pacific County South District Court. Release hearings and arraignment hearings for Long Beach defendants may be held on other days consistent with the procedure for Pacific County South District Court arraignments and release hearings.

4.10 Quarterly Reporting. Pacific County South District Court will provide to Long Beach a quarterly caseload report. The caseload report will provide the following information: Filings by case type, dismissals, number and type of hearings, trial settings and type of trial set, number of cases disposed during report period, number of deferred prosecutions, appeals to superior court and total revenue.

5. Municipal Court Services. The following municipal court services shall be provided by Long Beach Municipal Court:

5.1 Prosecution and Discovery. Long Beach shall be responsible for providing prosecution services for all Long Beach Municipal Court cases. Long Beach shall provide discovery for its cases. The Long Beach prosecutor shall not be required to be present for arraignments, release hearings, contested infractions that are non-accident related or pro se, or infraction mitigation hearings. In addition, Long Beach shall be responsible for assuring Defendants held in custody are afforded all constitutional protections including first appearances and appointment of counsel.

5.2 Public Defender. Long Beach shall provide public defender services and cover all public defense costs for indigent defendants who are charged with violation of Long Beach's ordinance and entitled by law to legal counsel at public expense.

5.3 Screening Services. Long Beach shall provide screening services to determine whether a Long Beach defendant qualifies for public defense services. The Long Beach Municipal Court judge may appoint a public defender if it is determined that the defendant is indigent.

5.4 Filing of Citations. Criminal citations and infractions issued by Long Beach shall be delivered to the Pacific County South District Court clerk for filing in the Long Beach Municipal Court within five (5) business days after the violation or issuance of the citation. If a person is booked into a jail facility, Long Beach shall fax the citation and police report to the Pacific County South District Court clerk no later than 10:00 a.m. the next day.

5.5 Warrants. Whenever Long Beach executes a warrant, Long Beach shall contact the Pacific County South District Court and make a return on the warrant as soon as possible.

5.6 Jail Costs. Long Beach shall be responsible for incarceration arrangements for its defendants and the cost for such incarceration.

5.7 Subpoenas. Issuance of all subpoenas shall be the responsibility of the prosecutor or defense counsel. Pacific County South District Court shall issue subpoenas for infractions as timely requested by pro se defendants. The court will use the witnesses identified by the police on either the back of the Long Beach citation or the police report.

5.8 Witness Fees. Long Beach shall pay for all fees for witnesses requested by the Long Beach prosecutor.

5.9 Appeals. In the event that Long Beach appeals a case, Long Beach shall be charged the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings.

6. Compensation and Other Costs. Long Beach shall compensate Pacific County for providing all services as specified in Section 4 of this Agreement by payment of \$19,000.00 per year. Long Beach shall additionally pay Pacific County all other costs as specified as the responsibility of Long Beach in Section 5 hereof.

7. Payment of Compensation. Pacific County South District Court shall bill Long Beach monthly for amounts due under this Agreement. Long Beach shall pay the amount due within 45 days of receipt. However, if Long Beach has a good faith dispute with the amount of the invoice, Long Beach shall pay the non-disputed amount within the time frame set forth in this section.

8. Additional Compensation.

8.1 Adjustment for Additional Duties. In the event that Pacific County's duties under this Agreement are enlarged or increased due to local, state, or federal mandates, or new requirements from Long Beach or more than ten jury trials per year, Pacific County may request an increase in the compensation or a supplemental monthly fee to Long Beach to cover the costs to Long Beach for the change. Pacific County shall notify Long Beach of the effective date of the fee changes, which may be immediately. Either party may request mediation as to the amount of this fee change. Long Beach shall timely pay the new fees from their effective date even if mediation is requested.

8.2 Annual Adjustment. Commencing in 2014 and annually thereafter during the term of this Agreement and any extensions thereof, the parties shall meet on or before June 30 to review the cost of the services provided by Pacific County and the filing fees to be paid by Long Beach to fairly compensate Pacific County for such services. The parties shall use best efforts to determine whether an adjustment of compensation is warranted, and if so, the amount thereof.

9. Disbursal of Local Court Revenues to Long Beach. Pursuant to RCW 3.62.070 and RCW 39.34.180, Long Beach shall receive one hundred percent (100%) of Local Court Revenues from Long Beach Municipal Court cases, excluding probation revenues received at the municipal court and excluding restitution or reimbursement to Long Beach or a crime victim, or other restitution as may be awarded by a judge. For purposes of this section, Local Court Revenues include all fines, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from Long Beach Municipal Court cases after payment of any and all

assessments required by state law thereon. Local Court Revenues include all revenues as defined herein received by the Pacific County South District Court for Long Beach Municipal Court cases as of opening of business January 1, 2013.

10. Factors Considered. In entering into this Interlocal Agreement for municipal court services, Pacific County and Long Beach have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

11. Monthly Reporting and Payment of Local Court Revenues. Pacific County South District Court shall provide Long Beach a monthly remittance report and a check or wire transfer for Local Court Revenues no later than 45 business days after the end of each calendar month.

12. Long Beach Ordinances, Rules and Regulations. In executing this Agreement, Pacific County does not assume liability or responsibility for or in any way release Long Beach from any liability or responsibility which arises in whole or in part from the existence or effect of Long Beach ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Long Beach ordinance, rule, or regulation is at issue, Long Beach shall defend the same at its sole expense and if judgment is entered or damages are awarded against Long Beach, Pacific County, or both, Long Beach shall satisfy the same, including all chargeable costs, attorneys' fees and litigation expenses.

13. Indemnity. The parties shall each indemnify the other as follows:

13.1 Pacific County Indemnity. Pacific County shall protect, indemnify and save harmless Long Beach, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Pacific County Court South District Court staff, its officers, employees and agents in performing this Agreement.

13.2 Long Beach Indemnity. Long Beach shall protect, defend, indemnify and save harmless Pacific County, its officers, employees and agents, volunteers and employees including the prosecuting attorney and public defender from any and all costs, claims, judgments or awards of damages,

(including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Long Beach, its officers, employees or agents attorney in performing this Agreement.

13.3 Survival of Indemnities. The provisions of this section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

14. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Long Beach and/or Pacific County to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and such party shall move to intervene. Each party shall bear any costs and expenses taxed by the court against it separately, provided, any costs and expenses assessed by a court against both parties jointly shall be shared equally.

15. Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

16. Property. This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

17. Joint Administrative Board. No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered by the City Administrator for Long Beach or his designee, and the Pacific County South District Court Judge and Long Beach Municipal Court Judge as a Joint Administrative Board.

18. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Long Beach a Pacific County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Long Beach employees by virtue of their employment. Nothing in this Agreement shall make any employee of Pacific County a Long Beach employee for any purpose, including but not limited to for withholding taxes, payment of benefits,

worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Long Beach employees by virtue of their employment. At all times pertinent hereto, Pacific County employees are acting as Pacific County employees.

19. Notices. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Pacific County:

Pacific County South District Court
7013 Sandridge Road
Long Beach, WA. 98631

To Long Beach:

Long Beach Municipal Court
PO Box 310
Long Beach, WA. 98631

20. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

21. Assignability. The rights, duties, and obligations of either party to this Agreement shall not be assignable.

22. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

23. Duration. The initial term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2013, unless terminated earlier pursuant to section 25 (Termination). This Agreement shall automatically be renewed and extended for an additional two (2) year period upon the same terms and conditions set forth herein, or as amended, unless terminated accordance with section 25, subject only to mutual agreement as to filing fees, which shall not be subject to section 19, Dispute Resolution, for extensions.

24. Termination of Agreement. Either party may give notice of termination for any reason. Long Beach shall provide written notice of its intent to terminate this Agreement without cause not less than one year prior to expiration of this Agreement or any renewal thereof. Pacific County shall provide written notice of its intent to terminate this Agreement not less than one hundred eighty days prior to expiration of this Agreement. In the event of termination of this Agreement or any extension thereof, the Long Beach Municipal Court shall move to the new venue within 90 days. If appropriate, this transition may involve compensation, on a case-by case basis, for cases left "open" after termination of this agreement and after transition to the new venue.

25. Recording. Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pacific County Auditors Office upon full execution.

26. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

DATED this _____ day of _____, 2012.

Pacific County

City of Long Beach

TAB - D



FEMA

November 4, 2014

The Honorable Bob Andrew
Mayor, City of Long Beach
115 Bolstad Avenue West
Long Beach, Washington 98631

Re Community: City of Long Beach
Pacific County, Washington
Community No.: 530128

Dear Mayor Andrew:

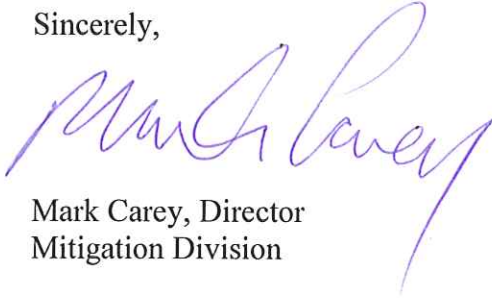
This is in response to a letter dated October 5, 2014, from Veronica G. Price regarding removal of Zone AO at Price Property, 1901 Ocean Beach Blvd. North, Long Beach, Washington. The requestor is against removing the effective AO Flood Zone as presented on the Preliminary Flood Insurance Rate Map (FIRM) Number 53049C0710D and in the Preliminary Flood Insurance Study (FIS) report for the city of Long Beach, Pacific County, Washington, dated August 30, 2013. Ms. Price is concerned primarily because removal of the Zone AO could encourage development without regard for local flooding concerns. Please note that only those submittals that relate to the addition or modification of the proposed flood hazard information (i.e., Base Flood Elevations, base flood depths, Special Flood Hazard Area boundaries, zone designations, or regulatory floodways), shown on the FIRM and in the FIS report that satisfy the data requirements defined in Title 44, Chapter I, Part 67 of the Code of Federal Regulations, are considered appeals. Because your submittal did not meet these criteria, the Federal Emergency Management Agency (FEMA) has processed it as a "comment."

We have determined that the Preliminary FIRM and FIS report dated August 30, 2013, will not be revised based on the submitted data because the appeal period for the Pacific County, Washington study was closed on August 19, 2014. FEMA has options in place through the Letter of Map Revision (LOMR) process for communities to initiate an update to the DFIRMs based on better available data. Please call the FEMA Map Information eXchange, toll free, at (877) 336-2627 (877-FEMA MAP) or FEMAMapSpecialist@riskmapcds.com for additional information on the LOMR process and please keep us informed of your plans.

Mayor Andrew
November 4, 2014
Page 2

We appreciate your community's comments and commitment to having the most accurate flood hazard information available reflected on the FIRM and in the FIS report. If you have any questions regarding this matter, please contact Ted Perkins of my office by telephone at (425) 487-4684 or by e-mail at dwight.perkins@fema.dhs.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Carey", is written over the typed name and title.

Mark Carey, Director
Mitigation Division

cc: Gayle Borchard, City Planner, City of Long Beach
Veronica G. Price, City of Long Beach
Scott McKinney, Washington State Dept. of Ecology, State NFIP Coordinator

KD:bb

Veronica G. Price

P.O. Box 1226, Long Beach, WA 98631

Cell: (360) 244-1865

November 24, 2014

SENT BY EMAIL & HAND CARRIED

City of Long Beach
Matt Bonney, Building Inspector
Gene Miles, Administrator
Gayle Borchard, Community Developer
Bob Andrews, Mayor
Jeffrey Myers, Attorney for the City of Long Beach
115 Bolstad Ave. W
Long Beach, Washington 98631
360-642-4421
administrator@longbeachwa.gov

RE: Declaration
Attachment to Long Beach Request for Public Records
Pursuant to RCW 42.56.080 and Wash. Rev. Code 42.56.520

To Matt Bonney, Building Inspector

In violation of RCW 42.56.080 I have still not received a reply to my Request for Public Records. This includes my Request for Public Records that the City of Long Beach received September 4, 2014, and was returned to me on September 15, 2014, by David Glasson and also my October 29, 2014, Request for Public Records and Declaration.

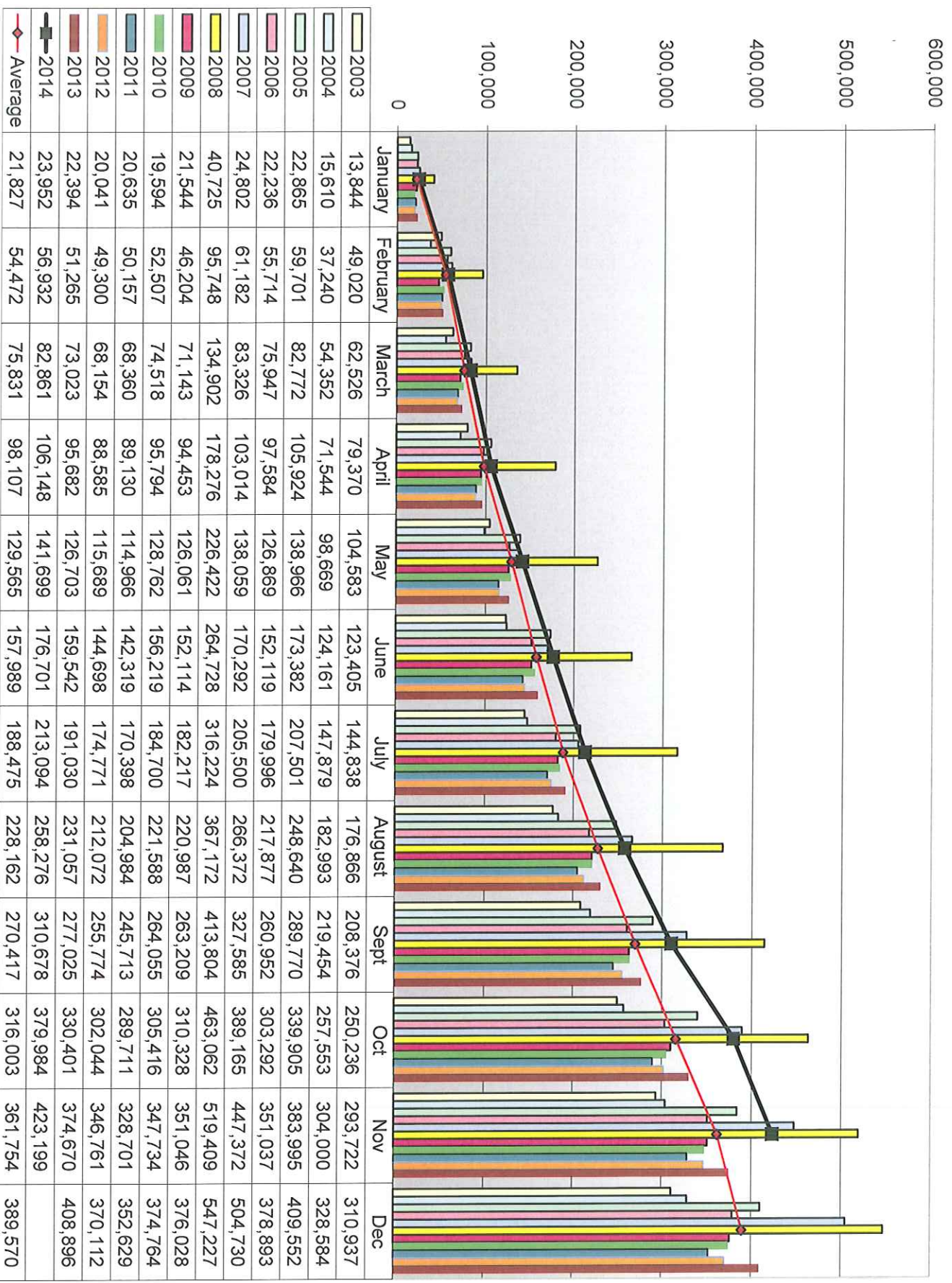
Thank you.

Sincerely yours

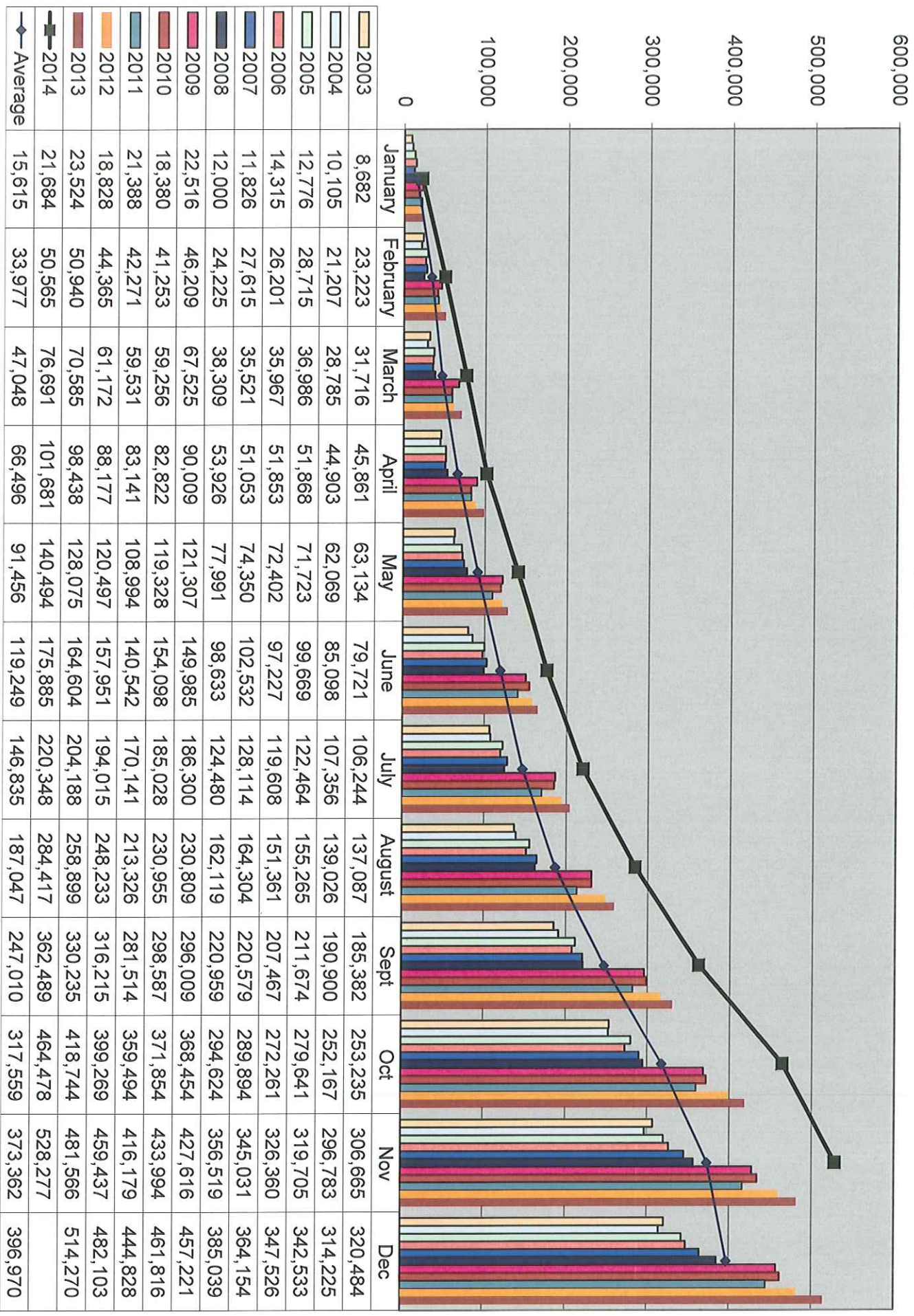
/s/

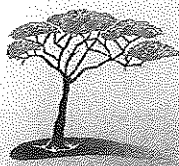
Veronica G. Price

Sales Tax Collections



Lodging Tax Collections





AWC
CENTER *for* Quality
Communities

November 17, 2014

Mayor Bob Andrew
City of Long Beach
PO Box 310
Long Beach, WA 98631

Dear Mayor Andrew,

The AWC Center for Quality Communities is pleased to once again, announce the recruitment of outstanding young leaders from your community for the 2015 Quality Communities Scholarship program. In 2014, the Center awarded four outstanding young leaders \$1,250 scholarships. I hope your city will participate in this program and nominate a student to compete for one of six scholarships to be awarded next spring.

The AWC Center for Quality Communities is a 501(c)(3) organization, sponsored by the Association of Washington Cities, to promote civic engagement and provide the public a better understanding of the role cities and towns play in Washington. In 2015, we are pleased to be able to offer six \$1,250 Quality Communities Scholarships. The funds were raised during AWC's 2014 Annual Conference in Spokane when city officials just like you pledged to invest in young leaders—the future of our communities.

Your city or town can be an integral part of the Center's scholarship program by selecting and nominating one outstanding young leader who plans to attend college or a trade school in fall 2015. How you decide to recruit applicants is completely up to you. You can look community wide, concentrate on city hall volunteers or partner with your community high school. The deadline for nominating your local student is March 13, 2015.

I've enclosed information about the AWC Center for Quality Communities and the scholarship fund, and you can find the application form and outreach suggestions at www.cfqc.org. I look forward to seeing your application form. If you have any questions, please contact Karen Tanner (karent@awcnet.org) at (360) 753-4137.

Sincerely,

Mike McCarty
AWC Chief Executive Officer

c: City Clerk



AWC
CENTER *for* Quality
Communities

AWC Center for Quality Communities Scholarship

Background

AWC Center for Quality Communities promotes municipal leadership development and civic engagement. The Center's goal is to help citizens understand the important role their cities and towns play in Washington. The Center is a 501(c)(3) organization.

The Center believes in educating student leaders who care about their communities. The Center for Quality Communities Scholarship supports senior high school students who are actively engaged with their community and/or city government and want to pursue post-secondary education.

The scholarship fund is supported by people who are passionate about cultivating Washington's future local leaders.

Scholarships

Six \$1,250 scholarships will be awarded to high school students who plan to pursue a post-secondary degree in fall 2015. Scholarship funds will be sent directly to the institution. Funds can be used for education expenses and will be deposited directly into a student account.

Student Eligibility

Students interested in competing for the Center for Quality Communities scholarship fund must be:

- Involved (or have been involved) with a city government or with a community/school leadership activity;
- Eligible to graduate from high school, complete home school or receive a GED in spring/summer 2015;
- A Washington state resident; and
- Plan to continue education in the 2015-2016 academic year at an accredited college, community college or trade school on a half-time or more basis.

Timeframe

Washington's 281 cities and towns begin recruiting scholarship applicants in fall 2014. Each participating city must forward the completed application form of one nominee to the AWC Center for Quality Communities by March 13, 2015. Scholarship winners will be notified in May 2015.

City Instructions & Selection Process

One nominee per city/town will be considered for the Center for Quality Communities scholarship fund.

Cities are asked to:

- Decide how you want to choose one local nominee (competitive process open to the community, competitive process open to active city volunteers, recruit through local schools, etc.). You may limit applicants to city residents.
- Publicize the scholarship.
- Collect locally completed application forms.
- Write a letter of support for your nominee.
- Submit one application form and letter of support to:

**Center for Quality Communities
Scholarship
1076 Franklin St SE
Olympia, WA 98501-1346**

**Deadline for city nominee to be
forwarded to AWC Center for
Quality Communities is March 13,
2015.**

For more information, check the Center for Quality Communities website at cfqc.org.



November 19, 2014

Mr. Gene Miles
City Administrator
City of Long Beach
PO Box 310
Long Beach, Wa 98631

Dear Mr. Miles,

Containing costs and efficiently managing our operations are critical to our goal to provide customers with the best value possible. Like every business, Charter faces rising costs that require occasional price adjustments.

As a result, customers in your community will be notified of the following price adjustment through a billing statement message on or after November 21, 2014:

Due to rising programming costs, effective with your January billing statement, pricing will be adjusted for the Broadcast TV Surcharge from \$5.00 to \$5.25. This reflects charges assessed to Charter by broadcast TV stations.

We remain committed to providing excellent communications and entertainment services in your community and in each of the communities we serve. If you have any questions about this change, please feel free to contact me at cara.trautmann@charter.com.

Sincerely,

A handwritten signature in black ink that reads 'Cara Trautmann'.

Cara Trautmann
Government Affairs

Staff Report November 2014

Tourism & Events Department

- Attended Long Beach Merchant's Meeting
- Attended Visitors Bureau Board Meeting
- Prepared for and attended Council budget meetings and Council meeting
- Attended Staff meetings
- Prepping for Holidays at the Beach & assisting Holly Beller
- Coordinating with Daughters of the American Revolution (DAR) to host a Wreaths Across America event on December 13th, Veterans Field.
- Social Media for SummerFest Long Beach and Long Beach Package Travel. I am also an admin to the Long Beach Merchants, Loyalty Days, Shoeboxes of Joy, and a few others.
- Request for Train Depot Rental information and scheduling, submitted information.
- 2015 Budget for Tourism & Events Department.
- Trolley Repair Coordination so we can get it back in service and or ready to sell. Out of Service.
- Washington NTA Delegation emails, research, and 3 conference calls to discuss plans for 2015 Marketing of Groups to Washington, specifically the Long Beach Peninsula.
- Partnered with Falcon's Crest Inc. for a Multi-Regional Package Travel Tour 2015.
- NTA Appointment research and scheduling opened on September 30th.
- Met with Lewis & Clark folks regarding an upcoming January 2015 event in Veterans Field!
- Met with Gloria Linkey regarding Authors Event, 2016 Lewis & Clark Event: Return to the Pacific
- Met with Lori from Lor's Tours regarding future partnerships and March 2015 Convention in Miami.
- Radio show in Longview to promote peninsula events. Music, Festivals, Events, Bizarre, etc.
- Researching cost for December 15 Holidays at the Beach – all December Rack Card.
- Gathering interest for SandSations and Holidays at the Beach Chairs for 2015
- Chairperson for the WA State NTA Delegation, facilitating the conference calls, connecting with committee chairs, and daily needed correspondence.
- Returned information from Guinness Book of World Records on the Razor Clam. It is a "NO GO" category to vague??? Will keep trying!
- Setting up some brainstorming sessions with individual merchants regarding marketing and new ideas for festivals, music, and events.