

AGENDA – Monday, November 5, 2018
6:30 p.m. Workshop
7:00 p.m. City Council Meeting
Long Beach City Hall

115 Bolstad Avenue West

WS 18-23

Long Beach Peninsula Visitors Bureau Update – 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, October 15, 2018 City Council Meeting
- Payment Approval List for Warrant Registers 58183-58208 & 84227-84295 for \$171,116.13

BUSINESS

- AB 18-68 TAP Ranking Committee TAB C
- AB 18-69 Ordinance 962 Amending Planning and Development Fees TAB D
- AB 18-70 Interagency Agreement Between State Parks and City TAB E
- AB 18-71 Agreement with Washington Forestry Consultants, Inc. TAB F
- AB 18-72 SUP 2018-07 Shoe Boxes of Joy TAB G
- AB 18-73 Agreement for Services with SDS Municipal Consulting, LLC TAB H

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB I

- Sales Tax Collections
- Lodging Tax Collections
- Letter of Appreciation
- Letter of Appreciation
- Police Chief's Report for October 2018
- Comprehensive Plan Update Workshop Minutes

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. November 19, 2018, December 3, 2018 & December 17, 2018

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 18-23

Meeting Date:

November 5, 2018

SUBJECT: Long Beach		Originator:
Peninsula Visitors	Mayor	
Bureau Update	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	
0007: N// C		
SUMMARY STATEMENT: Up status of local tourism indust	date from Andi Day, Executive Direc try.	tor of the LBPVB on the

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

Proposal for Tourism Development

Submitted by: Pacific County Tourism Bureau, a nonprofit destination marketing organization serving Pacific County and the Long Beach Peninsula

Submitted to: the City of Long Beach

Proposal overview: PCTB respectfully requests *special project* additional funding to be used to staff and implement a threepronged strategic tourism growth plan focused on business travel, outdoor recreation, and increasing the strategic use and planning of events to drive and enhance sustainable tourism in Pacific County. The grant would fund a full-time staff person (or equivalent contracted employee) to implement a growth strategy to focus on these three areas that have been identified in the board document. PCTB Strategic Marketing Plan 2018-22. The project would be highly collaborative with partner organizations and agencies such as Pacific County Economic Development Council, Friends of Willapa National Wildlife Refuge, Friends of Chinook School, The City of Ilwaco, and our existing interdependence partners, stakeholders and members. Funding has been granted by Pacific County Tourism Development Fund and an additional funding request has been submitted to the City of Ilwaco.

The specific request from the City of Long Beach is an additional \$12,500 for 2019 and 2020.

Estimated Timeline:

Project work to commence at time of award with creation of job description and fine-tuning of business and outdoor recreation development plan.

Nov. 2018- have position filled and begin development of marketing materials in consultation with and sharing resources with collaborating organizations.

Dec. 2018 - have business leads and sales reporting systems in place and continue developing marketing tools and materials.

Jan. 2019 - develop outreach strategy and educational materials and tools for event coordinators and host organizations.

Spring 2019 - strategy and planning should be completely finalized and in implementation stages.

Dec. 2020 – it is anticipated that the position will become partially, if not fully, sustainable from a funding standpoint by generating increased lodging tax collections for Pacific County, the City of Long Beach and the City of Ilwaco.

Total length of project is expected to be about 24 months until Dec. 31, 2020.

Project goals

- 1. Utilize and implement findings of previous work & research:
 - Sports Marketing Assessment & Recommendations by City of Long Beach and PCTB in 2016
 - Overall Economic Development Plan by PCECD (ongoing)
 - Recreation & Tourism Survey conducted by PCEDC
 - PCTB Strategic Marketing Plan 2018-22.
- 2. **Increase** business travel in Pacific County through marketing, sales, strategy implementation and collaborations.
- 3. **Increase** outdoor recreation tourism in Pacific County through marketing strategy implementations and collaboration utilizing past and partner work/research.
- 4. **Increase** effectiveness and sustainability of tourism events in Pacific County through strategic planning, consultation,

- facilitation, education, outreach and communications to event coordinators and host organizations.
- 5. **Increase** shoulder and off-season growth in Pacific County (or peak season mid-week).
- 6. **Increase** lodging tax sales in three focus areas.
- 7. Increase visitor spending in three focus areas.
- 8. **Increase** visitor engagement in three focus areas.
- 9. Grow the Long Beach lodging tax fund

Anticipated measurable outcomes:

- Business travel sales
- Web traffic to specific landing pages
- Materials distributions
- In person contacts (at workshops, tradeshows, familiarity
- tours, media visits, etc.)
- Increased lodging taxes
- Increased shoulder and off-season tourism
- Increased visitor engagement
- Increased visitor spending
- Earned media

Other desired outcomes:

- Development of tourism products that will appeal to:
 - Business travelers
 - Outdoor enthusiasts
 - Young and/or multi-generational visitors
 - Value-aligned visitors that will be good stewards of natural resources
 - Influencers that will share experiences with friends and families
 - Measurable outcomes and demonstrated tourism growth that support continuing this position

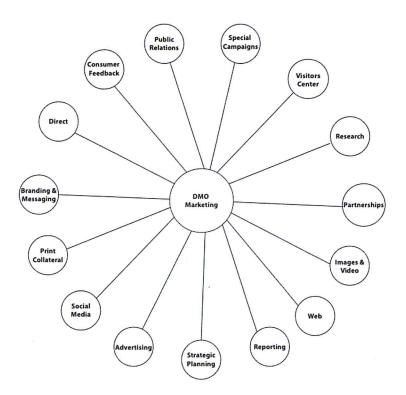
 Increased effectiveness and sustainability for existing and future tourism events.

Plan Details:

A job description will be created for a "Business and Outdoor Development Coordinator" and a thorough search conducted. The best candidate will be hired to help create/update and implement the business tourism development strategy (attached) and results from PCTB summer internship (attached) and other outdoor recreation tourism growth strategies as well as provide resources, outreach and education to increase the sustainability and effectiveness of tourism events in Pacific County.

This post will report directly to the executive director of PCTB and will be highly collaborative with partner organizations to leverage and implement past work and research project findings.

Marketing strategies would be implemented through the existing channels shown on DMO marketing diagram (attached) and others created specifically for this project.



TAB - B

LONG BEACH CITY COUNCIL MEETING

October 15, 2018

6:30 COUNCIL WORKSHOP

C. Murry, C. Cline, C. Kemmer, and C. McGuire were present. C. Linhart was absent.

WS 18-22- Biosolids Update

- David Glasson, City Administrator, presented the workshop bill.
 - -Discuss the recent visit to the Westport treatment facility, current design status and the plan moving forward to 2019.
- No decisions or motions were made at this time.
- The Mayor adjourned the workshop at 6:55 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. Linhart, C. Cline, C. Kemmer, C. Murry, and C. McGuire all present.

PUBLIC COMMENT

No public comment

PROCLAMATION- Code Enforcement Officer Appreciation Week

Mayor Phillips proclaimed that the week of October 22-26, 2018 as Code Enforcement Officer Appreciation Week in the City of Long Beach.

CONSENT AGENDA

Minutes, Oct. 1, 2018 City Council Meeting

Payment Approval List for Warrant Registers 58148-58182 & 84157-84226 for \$313,561.74

C. Linhart made the motion to approve the Consent Agenda. C. Cline seconded the motion; 5 Ayes, motion passed.

BUSINESS

AB 18-63 - Ordinance 959 - Title 12 Annual Amendments - PUBLIC HEARING

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

Ariel Smith, Community Development Director, presented the Agenda Bill. Ordinance No. 959 would adopt amendments to Title 12 – Zoning discussed at several workshops. It reflects all public, Council, and staff comments to date. The 60-day notice to the Department of Commerce will be submitted once adoption occurs. The public declined to make any comment.

The Mayor closed the Public Hearing at 7:05 p.m.

C. Linhart made the motion to adopt Ordinance No. 959. C. McGuire seconded the motion; 4 Ayes, 1 Abstain, motion passed.

AB 18-64 - Ordinance 960 - Rezone - PUBLIC HEARING

The Mayor opened the public hearing at 7:07 p.m.

Ariel Smith, Community Development Director, presented the Agenda Bill. This rezone was initiated by the City Council during the zoning amendment workshops. The area affected by this potential rezone was previously zoned as Old Town and that changed in the early 2000's to provide for the possibility of more multi-family dwellings. Since that time, there has been no development and the lots have sat vacant. The text of the zoning code does not need to be revised. The Appearance of Fairness Doctrine applies to this quasi-legislative decision. Sean Streeter made a public comment.

The Mayor closed the Public Hearing at 7:12 p.m.

C. Linhart made the motion to approve rezone 2018-01 Ordinance No. 960. C. Murry seconded the motion; 5 Ayes, motion passed.

AB 18-65 - Resolution 2018-13 - Authorizing the Receipt of SRF funds

Ariel Smith, Community Development Director, presented the Agenda Bill. This resolution is required prior to receiving the final contract from the Department of Ecology.

C. Linhart made the motion to approve Resolution 2018-13 authorizing the receipt of the SRF loan for the Regional Biosolids Treatment Plant design and construction. C. Murry seconded the motion; 5 Ayes, motion passed.

AB 18-66 - Ordinance 961 - Amending the Mayor's Salary

David Glasson, City Administrator, presented the Agenda Bill. During the 2018 budget season the Council decided to raise the Mayor's monthly salary from \$500 to \$700. This was incorporated into the budget and needs to be reflected in the code.

C. Linhart made the motion to approve Ordinance 961 raising the Mayor's monthly salary to \$700 per month and amending code section 1-6-4. C. McGuire seconded the motion; 5 Ayes, motion passed.

AB 18-67 - Small Works Result for Foundation Work

David Glasson, City Administrator, presented the Agenda Bill. While working on the flooring this year, city staff noticed considerable rot in the foundation supports of the Old Kite Museum building. Small works request was sent to 7 contractors looking for bids to complete the project this fall. C. McGuire made the motion to award the bid to, The Carolina Company, which was the lowest responsible bidder at \$7,600. C. Murry seconded the motion; 5 Ayes, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Long Beach Police Chief's Report September 2018
- Charter Communications Upcoming Changes
- WACE Code Enforcement Officer Acknowledgement
- Water Department Report for September 2018
- Wastewater Department Report for September 2018
- Parks, Streets and Stormwater Report for September 2018

ATTEST: City Clerk

ADJOURNMENT

The Mayor adjourned the meeting at 7:19 p.m.



Warrant Register

Check Periods: 2018 - October - 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 JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF LONG BEACH, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Council Member

Council Member

Council Member

Clerk/Treasurer

<u>8183</u>	Bell, Helen S	10/19/2018		\$306.69
8184	Binion, Jacob	10/19/2018	10/19/2018	\$1,658.27
8185	Booi, Kristopher A	10/19/2018	10/22/2018	\$1,527.10
8186	Cox, Mallory E	10/19/2018	10/24/2018	\$88.60
8187	Gilbertson, Bradley K	10/19/2018	10/22/2018	\$1,507.66
8188	Goulter, John R.	10/19/2018	10/22/2018	\$1,720.24
8189	Huff, Timothy M.	10/19/2018	10/22/2018	\$1,720.38
8190	Kemmer, Larry L	10/19/2018	10/22/2018	\$1,363.61
<u>8191</u>	Luethe, Paul J	10/19/2018	10/19/2018	\$1,921.68
<u>8192</u>	Miller, Matt W	10/19/2018	10/22/2018	\$1,365.12
<u>8193</u>	Mortenson, Tim	10/19/2018	10/22/2018	\$1,895.32
8194	Padgett, Timothy J	10/19/2018	10/23/2018	\$1,609.28
8195	Persell, Whitney J	10/19/2018	10/22/2018	\$1,013.31
<u>8196</u>	Wood, Matthew T	10/19/2018	10/22/2018	\$1,543.49
8197	Wright, Flint R	10/19/2018	10/23/2018	\$2,709.02
<u>8198</u>	Zuern, Donald D.	10/19/2018	10/22/2018	\$2,223.71
<u>8199</u>	AFLAC	10/19/2018		\$426.65
8200	Association of WA Cities	10/19/2018	11/1/2018	\$28,575.55
<u>8201</u>	City of Long Beach - Fica	10/19/2018		\$11,998.74
8202	City of Long Beach - FWH	10/19/2018		\$7,748.97
<u>8203</u>	Dept of Labor & Industries	10/19/2018		\$2,044.10
8204	Dept of Retirement Systems	10/19/2018		\$14,646.51
<u>8205</u>	Dept of Retirement Systems Def Comp	10/19/2018	11/1/2018	\$3,025.00
<u>8206</u>	Massmutual Retirement Services	10/19/2018	10/30/2018	\$575.00
8207	Teamsters Local #58	10/19/2018	11/1/2018	\$203.50
8208	Dept of Labor & Industries	9/5/2018		\$2,465.93
<u>4227</u>	Department of Health	10/18/2018	10/30/2018	\$87.00
<u>4228</u>	Department of Licensing - Firearms Section	10/18/2018	10/30/2018	\$18.00
4229	Discovery Benefits, Inc.	10/18/2018	10/24/2018	\$750.00

Execution Time: 19 second(s)

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Page 1 of 3

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H. D. FOWLER Interstate Battery Lawson Products, Inc. Lay's Technologies Long Beach Commercial Security MAC TOOLS	Creative Community Solutions, Inc. Dennis Company Dept of Ecology Dijulio Displays Ellyson, Sue Emerald Services, Inc. Englund Marine Supply FedEx	A-1 Redi Mix Active Enterprises, Inc. ALS Group USA, Corp. Alsco-American Linen Div. Astoria Janitor & Paper Supply Bell, Helen Cascade Columbia Distribution CO Chevron & Texaco Business Card Services Chinook Observer Coastal Eye Care	Ocean Beach Hospital Pacific County Auditor Washington Festivals & Events Assoc Pacific County Auditor Myers, Ragan Postmaster At&t Mobility Unum Life Insurance Bonney, Matt	Pacific County Auditor Poster Compliance Center Supervision Inc Tangly Cottage Garden U.S. Cellular Jewell, Kyle Booi, Kris CenturyLink Chinook Observer Department of Licensing - Firearms Section Discovery Benefits, Inc. Liberty Mutual Insurance Company	Employment Security Dept
11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018	11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018	11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018 11/1/2018	10/24/2018 10/24/2018 10/24/2018 10/25/2018 10/29/2018 10/31/2018 10/31/2018 10/31/2018 10/31/2018	10/18/2018 10/18/2018 10/18/2018 10/18/2018 10/18/2018 10/23/2018 10/24/2018 10/24/2018 10/24/2018 10/24/2018 10/24/2018 10/24/2018 10/24/2018	10/18/2018
•		·	10/26/2018 11/1/2018 11/1/2018 11/1/2018 10/31/2018	10/26/2018 10/30/2018 10/19/2018 10/23/2018 10/25/2018 10/24/2018 10/30/2018 10/29/2018 10/30/2018 10/30/2018	10/31/2018
\$8,088.57 \$132.91 \$58.72 \$80.00 \$350.15 \$270.21	\$1,500.00 \$419.45 \$1,509.45 \$372.15 \$65.48 \$297.08 \$63.46 \$12.62	\$407.54 \$333.24 \$212.00 \$139.50 \$1,376.93 \$31.98 \$2,729.79 \$2,000.00 \$501.66 \$524.00	\$170.25 \$74.00 \$79.00 \$37.00 \$419.73 \$290.93 \$86.82 \$39.90 \$77.33	\$74.00 \$139.90 \$15,053.70 \$642.11 \$65.60 \$96.20 \$269.59 \$1,580.82 \$1,580.82 \$1,580.82 \$1,580.82 \$1,580.00 \$100.00	\$1,033.57

		84293																	<u>84276</u>	1010012
	Wirkkala Construction Zee Medical Service Co.	Wilcox & Flegel Oil Co.	Wadsworth Electric	Verizon Wireless	Tobin, David	TIAA Bank	Tangly Cottage Garden	Taft Plumbing	SUNSET AUTO PARTS, INC	Sterling Codifiers, Inc	Standard Insurance Co.	Snap-ON Tools	Public Utility District 2	Planter Box	Penoyar, William	Peninsula Sanitation	Pacific County Sheriff's	Oman & Son Builders	North Coast Truck Parts	
Total Check Grand Total	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	11/1/2018	(c)(a)(l)(c)(c)
\$171,116.13 \$171,116.13	\$179.52	\$3,221.24	\$2,916.46	\$80.02	\$180.00	\$227.97	. \$2,220.34	\$102.70	\$481.17	\$1,322.00	\$2,569.53	\$15.22	\$9,578.47	\$1,016.04	\$1,000.00	\$1,842.38	\$4,299.84	\$160.19	\$370.00	Total extinct

TAB - C



CITY COUNCIL AGENDA BILL

AB 18-68

Meeting Date:

November 5, 2018

AC	SENDA ITEM INFORMATION	
SUBJECT: TAP Ranking		Originator:
Committee	Mayor	JP
Committee	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: N/A	Other:	

SUMMARY STATEMENT: The Transportation Alternatives Program ranking committee is in need of a representative from Pacific County to rank the projects for possible funding. This person needs to be nominated by either City Council or County Commissioners.

RECOMMENDED ACTION: Nominate Jim Sayce, Pacific County EDC Executive Director, to be on the TAP Ranking Committee representing Pacific County.



Southwest Washington Regional Transportation Planning Organization Transportation Alternatives Ranking Committee Nomination Form

The Cowlitz-Wahkiakum Council of Governments (CWCOG), as lead agency of the Southwest Washington Regional Transportation Planning Organization (RTPO), is seeking nominations for volunteers to assist with the project ranking process for the Transportation Alternatives program. Nominees should be well-versed in the issues related to active transportation. **The deadline for nominations is November 26, 2018.**

Nominated by JERKY Phillips, City of ho	ong Brash (name of a	agency) and approved by its			
governing body on	, 2018.				
Nominee Background					
Name: Jim Sayer	Employer:	Pacific County EDC			
Email: Suxue T@ Pacific elc. 019	Phone:	Pacinic County EDC 360-642-9330			
Email: Surce J @ Pacific elc. Org City/Town and County of Residence: Seaview, WA					
Brief Statement of Qualifications:					
Jim has been in local planning since the 1980's, and has worked for Pacific County, City of Long Beach and the Washington State Historical Society. In that time he has been involved with multiple public transportation and recreation projects. The most notable project was the 8.3 mile Discovery Trail that links Ilwaco to Long Beach and traces the steps of Captain William Clark of Lewis & Clark Fame. Jim is an avid cyclist and rides regularly in Pacific County and has experience throughout the state and cross country.					
Provide a list of agencies that the nominee has affiliations with that might lead to a real or perceived conflict of interest (list all board appointments, past employers, and current employer that may be eligible for funding).					
Possibly Pacific County and the cities within since he is the Executive Director of the Pacific County Economic Development Council.					

Nominees agree to the following prior to nomination:

- 1. The RTPO Board will select the list of final ranking committee members at their December 12, 2018 board meeting.
- 2. Selected members will participate in ranking Transportation Alternatives program projects in an unbiased manner.
- 3. Ranking committee members will not be asked to rank projects from their employer, or others, to avoid conflicts of interest.
- 4. Participants will thoroughly review the applications and complete a numeric ranking process for each project.
- 5. A brief phone meeting of the ranking committee will be held in mid-January 2019 (tentatively scheduled for January 18th) to determine follow-up questions for the applicants. Participants will also attend an in-person meeting of the ranking committee tentatively scheduled for January 31st to discuss and rank the projects. Location of the in-person meeting is to be determined, but will be held in Longview/Kelso or Chehalis/Centralia. The in-person meeting will be held 10:00 a.m. to 12:30 p.m. without lunch.

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	1/200		24/ext	/18
Nominee's signature: _	Janey Sayo	 Date:	= 1/001	110
-				

TAB - D



CITY COUNCIL AGENDA BILL

AB 18-69

Meeting Date: Nov

November 5, 2018

A	GENDA ITEM INFORMATION	
SUBJECT: Ordinance		Originator:
962 – Amending the	Mayor	
	City Council	
Planning and Development Fee Schedule	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: Council has recently revised the zoning code to include a "Special Event Permit" and wish to assign a fee to the permit process. This ordinance also associates a fee with the "Special Use Permit" process. These fees must be adopted by ordinance so that they are reflected within the City Code.

RECOMMENDED ACTION: Adopt Ordinance 962

ORDINANCE No. 962

AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON ADOPTING REVISIONS TO TITLE 3, FINANCE AND TAXES, AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT

WHEREAS, the City desires that development applicants should pay a fair fee to offset all or a portion of staff resources required for State-required development processes; and

WHEREAS, the City has undertaken a public process to receive input from its citizens, property owners, and decision-makers; and

WHEREAS, the City has reviewed and considered all public comments;

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

Section 1. Findings

The City Council of the City of Long Beach hereby adopts the following Findings of Fact:

(1) The proposed ordinance is necessary to protect the general welfare of the community and to ensure equity and surety in the cost and in the refunding of development fees.

Section 2. Adoption

Amendments to Title 3, Finance and taxes, attached hereto, are hereby adopted.

Section 3. Severability

Should any provision, section, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or circumstance be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Repeal

Any existing ordinances that may conflict with this ordinance are hereby repealed.

Section 5. Effective Date

	e shall be in full force an in the manner require	17 (2)	from and after its passage, approval,
Section 6.	Adoption Date		
	y the City Council of toublic meeting held the		h, Pacific County, Washington at a 018.
AYES	NAYS	ABSENT	ABSTENTIONS
Jerry Phillips,	Mayor		
ATTEST:			
Helen Bell, Ci	ty Clerk		

ATTACHMENT TO ORDINANCE 962 AMENDMENTS TO TITLE 3: FINACE AND TAXES

3-9-1: PLANNING AND DEVELOPMENT FEES:

A. Fee Structure: The following fees shall apply to the respective permits; additionally, the applicant shall be financially responsible for any and all engineering services and other professional consulting services deemed necessary by the city for complete permit and planning review:

Variance	\$650.00
·	
Conditional use	650.00
Rezone	975.00
Zoning text amendment	975.00
Comprehensive plan amendment	975.00
Comprehensive plan amendment with rezone	1500.00
Boundary line adjustment	95.00
Short plat	650.00+\$30.00 per lot
Long plat, preliminary	975.00+45.00 per lot
Long plat, final	65.00 per lot
Resubmittal/extensions - subdivisions	325.00
Environmental checklist	160.00
Environmental impact statement	Consultant
Shoreline substantial development permit	650.00
Shoreline conditional use	650.00
Shoreline variance	650.00
Shoreline text amendment	975.00
Special Use Permit	100.00
Special Event Permit	100.00
Critical Areas Checklist Review	130.00
Critical Areas Report/Assessment/Delineation	325.00
Mitigation Plan Review	100.00
Critical Areas Exception/Variance	400.00
Public Notice Fee	195.00

B. Refund of fees: Once an application is made and fee(s) paid, an applicant may withdraw the application. If at the time of withdrawal public notice is not yet published, the City may refund up to fifty percent (50%) of the fee. Once public notice is published, the City will retain the entire fee, and refund shall not occur.

TAB-E



CITY COUNCIL AGENDA BILL AB 18-70

Meeting Date: November 5, 2018

AGENDA ITEM INFORMATION					
SUBJECT: WS Parks		Originator:			
beach gap road maintenance agreement.	Mayor				
	City Council				
	City Administrator	DG			
	City Attorney				
	City Clerk				
	City Engineer				
	Community Development Director				
	Fire Chief				
	Police Chief				
	Streets/Parks/Drainage Supervisor				
COST: State to reimburse	Water/Wastewater Supervisor				
City	Other:				

SUMMARY STATEMENT: Attached is an interagency agreement with Washington State Parks and Recreation to have the city maintain the Bolstad and Sid Snyder approaches for calendar years 2018 and 2019. This agreement has been in place for 20 plus years and has worked well for both parties. The duration and terms of the agreement have stayed the same.

RECOMMENDED ACTION: Authorize staff to sign the agreement



INTERAGENCY AGREEMENT Between WASHINGTON STATE PARKS AND RECREATION COMMISSION And CITY OF LONG BEACH



AGREEMENT NO. IA 719-146

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "State Parks," and the City of Long Beach hereinafter referred to as the "City".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of State Parks and that the City can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The CITY shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in the below scope of work:

- 1. The Ocean Beach Approach (OBA), previously referred to as "gap roads", maintenance, defined as the section of the OBA that provides beach access between the November 11, 1889 line, or ordinary high tide or westerly from the last point of development or private access, whichever is furthermost west and the existing high tide line as is now or may be.
- 2. The CITY shall continue to maintain all OBA roads at the expense of the CITY. The State, subject to the availability of State funds, shall reimburse the CITY for CITY maintenance during the fiscal years of 2017-2018 and 2018-2019, ending June 30, 2019, for the OBA roads as follows:

City of Long Beach

- (1) Bolstad within the fifty (50) foot centerline of OBA, width of roadbed not to exceed 25 feet
- (2) 10th Street within seventy-five (75) feet centerline of OBA, width of roadbed not to exceed 25 feet.
- 3. The CITY will maintain the OBA roads designated by this Agreement for public access as needed for each individual OBA road. The amount of expected public usage will determine the degree of maintenance for an OBA. The CITY maintenance policy is to keep the OBA roads accessible when the OBA roads have high demand for usage and to not maintain when usage falls to low demand.

4. PARKS shall post the OBA roads with the necessary signs, covering such regulations of the State, now in effect, provided that the CITY will put up warning signs if the CITY determines that an OBA road is dangerous for current use, at any given time.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence July 1, 2017, and be completed on June 30, 2019, unless terminated sooner as provided herein. Agreement shall automatically expire on June 30, 2019, unless otherwise extended by amendment.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Twenty-Two Thousand**, **And 00/100ths Dollars** (\$22,000.00). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms:

BILLING PROCEDURE

The City shall submit invoices no more often than monthly. Payment to the City for approved and completed work will be made by warrant or account transfer by State Parks within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

Cost Code: 23500 Page 2 of 5

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the state of Washington. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final

Cost Code: 23500 Page 3 of 5

and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to, and under the authority granted by, the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

<u>ASSIGNMENT</u>

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact

Cost Code: 23500 Page 4 of 5

person for all communications and billings regarding the performance of this Agreement.

The Project Representative for the City is: David Glasson, Director, (360) 642-4421

The Project Representative for State Parks is: Jay Carmony, Assistant Region Manager, (360) 725-9773

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Long Beach	Washington State Parks and Recreation Commission
Ву:	Ву:
Title:	Title: Chief Financial Officer
Date:	Date:

Approved As To Form: William Van Hook Asst. Attorney General 02/20/07

Cost Code: 23500 Page 5 of 5

TAB - F



CITY COUNCIL AGENDA BILL

AB 18-71

Meeting Date:

November 5, 2018

A	GENDA ITEM INFORMATION	
SUBJECT: Consulting Contract with Washington Forestry Consultants, Inc	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: Hourly rate, plus mileage and clerical – details	Water/Wastewater Supervisor	
	Other:	
on page 2 of agreement		

SUMMARY STATEMENT: Areas of potential harvest were identified through the Watershed Management Plan and Biosolids Site Forest Management Plan. This contract will allow Washington Forestry Consultants, Inc to act as the project manager of the harvest and all the logistics that go along with that process. The specifics are outlined in the attached agreement.

RECOMMENDED ACTION: Authorize the Mayor to enter into an agreement with Washington Forestry Consultants, Inc

CONSULTING CONTRACT

This contract is made on June 15, 2018 between Washington Forestry Consultants, Inc. ("WFCI"), with principal offices located at 1919 Yelm Hwy. SE, Suite C, Olympia, Washington 98501, and the City of Long Beach, WA P.O. Box 310, Long Beach, WA 98631. Contact Person: David Glasson, City Administrator at 360/642-4421 – Email: administrator@longbeachwa.gov.

Project: Timber Harvest Administration at Long Beach Watershed and Biosolids Tracts

- 1. Washington Forestry Consultants, Inc. is retained as a consultant to provide the following services:
 - a) Layout timber sales on the Watershed and Biosolids tracts. Includes marking of all critical areas and their buffers, wildlife trees, green tree recruitment, lay out logging roads and landings, selectively mark patches, or individual trees where necessary to designate harvest trees.
 - b) Flag property lines and corners where findable. Engage land surveyor at City of Long Beach expense to mark property corners and lines as necessary to conduct the harvest.
 - c) Prepare forest practices application permit Permit fee to be paid by the City of Long Beach.
 - d) Provide forest mgt. and timber harvesting administrative assistance.
 - 1. Prepare logging and land clearing prospectus.
 - 2. Solicit bids from suitable logging contractors Contract basis: price to log scaled and weighed wood and logging hauling on invoice at the old state rates plus 65% markup to account for inflation.
 - 3. Prepare logging contract for harvest.
 - 4. Research best timber prices and markets for City of Long Beach wood and set up log markets and purchase agreements.
 - 5. Provide supervision and quality control for harvest and log quality manufacturing, sorting, and loading.
 - 6. Provide load tickets and a branding hammer to track all log loads.
 - 7. Monitor stands and soils during harvest to insure low disturbance.
 - 8. Meet with City of Long Beach representatives as much as required during harvest.
 - e) Account for all log revenues.
 - f) Provide spreadsheet summary to the City of Long Beach representatives for all log revenues and costs.
 - g) Prepare forest excise tax forms forest excise taxes will have to be paid by logging contractor. All wood is export restricted.
 - h) Timber Log Purchase agreements will be prepared with the WFCI Trust Account as the Payee. The WFCI Trust Account will then be responsible for payment of all of the logging, log hauling, timber sale administration, and any other costs of the timber sale. WFCI will provide copies of these invoices from the logging contractor(s) and from WFCI for the cost of these services.
 - i) At the end of the job, a summary spreadsheet along with all forest excise tax forms, log load tickets, log scale summaries from the log buyers, copies of paid invoices will be provided to the City of Long Beach. A check will be cut to the City of Long Beach for the net timber sale revenues.
 - j) WFCI will be compensated at our regular hourly rates for all work performed, plus mileage at IRS rates, and expenses. Expenses will include the cost of flagging, tree marking paint, and overnight travel expenses.

2. Schedule of Fees – Washington Forestry Consultants, Inc. Administration: To be handled at our hourly rates not to exceed 15% of net timber harvest revenues.

Professional Forester Rate \$105.00 per hour Mileage \$0.535/mile \$42.00 per hour

3. Insurance:

- A. WFCI, at its sole cost and expense, must procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Hundred Thousand Dollars (\$100,000) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance must insure, on an occurrence basis, against all liability of WFCI, its employees and agents arising out of or in connection with the WFCI's use of the Property, all as provided for herein. Such insurance must list the City of Long Beach, its officials, volunteers and employees as "additional insured" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City of Long Beach will be excess thereto. Before the effective date of this Sublease, WFCI must provide City of Long Beach with a certificate of insurance evidencing the coverage required by this section.
- B. Insurance coverage required by this contract cannot be suspended, voided, canceled, reduced in coverage or limits, or otherwise materially changed, unless no less than thirty (30) days' advance written notice by certified mail/return receipt requested has been given to City of Long Beach.
- 4. No modification of the Contract will be effective unless it is in writing and is signed by both parties. This Contract binds and benefits both parties and any successors. This document, including any attachments, is the entire agreement between the parties.
- 5. Venue: City of Long Beach and WFCI consent to and agree that in the event any disputes or legal actions are commenced and litigated between City of Long Beach and WFCI regarding the terms, conditions, rights, duties and obligations of the parties pursuant to the terms of this contract, the Superior Court of Washington, County of Pacific shall have exclusive jurisdiction of such disputes and/or legal actions. The parties further agree that this contract is entered into in Pacific County, Washington, the place where the premises are located. This contract shall be construed and interpreted in accordance with the laws of the State of Washington.

I have read and understand the Assumptions(initial).	& Limiting Conditions that are part of this	contract:
Acceptance is this contract is hereby acknowled	ged:	
In Mal		
Title: President	Title:	
Washington Forestry Consultants, Inc.		
Date 10/11/18	Date	

ASSUMPTIONS AND LIMITING CONDITIONS

Washington Forestry Consultants, Inc. Olympia, WA

- Any legal descriptions provided to the Washington Forestry Consultants, Inc. are assumed to be correct. Any
 titles and ownership's to any property are assumed to be good and marketable. No responsibility is assumed
 for matters legal in character. Any and all property is appraised or evaluated as though free and clear, under
 responsible ownership, and competent management.
- 2) It is assumed that any property is not in violation of any applicable codes, ordinances, statutes, or other governmental regulations, unless otherwise stated.
- 3) Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, Washington Forestry Consultants, Inc. can neither guarantee nor be responsible for the accuracy of information.
- 4) Washington Forestry Consultants, Inc. shall not be required to give testimony or to attend court by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee's for such services as described in the fee schedule and contract of engagement.
- 5) Loss or alteration of any part of any report invalidates the entire report.
- 6) Possession of any report or a copy thereof does not imply right of publication or use for any purpose by any other than the person to whom it is addressed, without the prior expressed written or verbal consent of Washington Forestry Consultants, Inc..
- Neither all or any part of the contents of any report, nor copy thereof, shall be conveyed by anyone, including the client, to the public through advertising, public relations, news, sales or other media, without the prior expressed written or verbal consent of Washington Forestry Consultants, Inc. particularly as to value conclusions, identity of Washington Forestry Consultants, Inc., or any reference to any professional society or to any initialed designation conferred upon Washington Forestry Consultants, Inc. as stated in its qualifications.
- 8) Any report and any values expressed therein represent the opinion of Washington Forestry Consultants, Inc., and the fee is in no way contingent upon the reporting of a specified value, a stipulated result, the occurrence neither of a subsequent event, nor upon any finding reported.
- 9) Sketches, diagrams, graphs, and photographs in any prepared report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.
- 10) Unless expressed otherwise: 1) information contained in any report covers only those items that were examined and reflects the condition of those items at the time of inspection; and 2) the inspection is limited to visual examination of accessible items without dissection, excavation, probing, or coring. There is no warranty or guarantee, expressed of implied, that problems or deficiencies of the tree or other plant or property in question may not arise in the future.

TAB - G



CITY COUNCIL AGENDA BILL AB 18-72

Meeting Date:

November 5, 2018

AGEN	DA ITEM INFORMATION	
SUBJECT: Case No.		Originator:
SUP 2018-07 – Special Use Permit for Use of the Depot for One Month by a Peninsula Charitable Program	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: No direct cost, potential loss of rental income	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: Shoe Boxes of Joy asks to use the Long Beach Depot for the period between Thanksgiving and New Year's Day (November 22nd through January 1st). They have operated out of the Depot for the past 8 years, and the program has been in existence for about 11 years in total. The Depot would be used as a drop-off location for food and goods, and as a storage and repackaging facility for distribution of holiday packages for shut-ins and low-income elderly Peninsula residents.

This recognized area charitable program asks that the Council consider waiving or substantially reducing the rental fee (normally \$50 per day) so that money might go to those being served by the program.

This is not a land use specifically called out in the code, and so they request a special use permit.

Staff report attached.

RECOMMENDED ACTION: Conditionally approve SUP 2018-07.

City of Long Beach **Department of Community Development**

STAFF REPORT

TO:

City Council

CASE No.:

SUP 2017-10

Charitable Program Use of Depot in the P – Public Zone

APPLICANT:

Shoe Boxes of Joy

SITE ADDRESS: Long Beach Train Depot

AUTHORITY:

Special Use Permit Review by City Council Pursuant to

Section 12-11-14, Long Beach City Code

DATE:

November 6, 2017

BACKGROUND

The applicant requests approval of SUP 2017-10, which proposes a temporary land use¹, by a recognized Peninsula charitable program; specifically, to receive donations of goods and foodstuffs, to repackage these items, and to distribute these items in holiday packages to shut-ins and low-income seniors of the Long Beach Peninsula. This land use would occur between approximately Thanksgiving and Christmas. There will be volunteers onsite for about ½ day every day for this period. There will be a sign lighted in the evening by exterior lights (no interior lighting of the sign).

Normally, the fee for Depot use is \$50 per day. Since this is a non-commercial, publicgood activity manned entirely by volunteers, the applicant asks the Council to consider waiving the fee, or substantially reducing it.

PROCEDURAL INFORMATION

Authorizing Ordinances: Long Beach City Code Title 12, Zoning Regulations, section 12-11-14: Special Use Permits:

For events, uses, and other activities not specifically addressed by this title, an applicant may apply to the city council for a special use permit. The issuance of a special use permit is at the discretion of the City Council. The City Council may impose such conditions as are deemed necessary to mitigate impacts including, but not limited to, noise, lighting, traffic and hours of operation. A special use permit shall not be used to permanently permit a use that would otherwise be prohibited by the zone district in which the property is situated. A special use

¹ TEMPORARY USE: A land-use activity that occurs for a specific and limited period of time, typically authorized by a special use permit. [12-2-1]

permit shall have an expiration date that is no more than one (1) year after the approval date. Upon application, the city council may grant a single extension of a special use permit.

The applicant requests a temporary use; therefore, review and final action are by the city council.

ANALYSIS

Staff reviewed this proposal, and did not identify any issues that not be addressed by conditions of approval.

STAFF RECOMMENDATION

Staff recommends CONDITIONAL APPROVAL, based on the applicant's request and description of his event, and subject to the following conditions:

- 1. The applicant shall place a sign on the Depot door stating that donations may not be left outside, they must be brought into the Depot when volunteers are present. The sign must also identify hours of operation.
- 2. The vision clearance triangle must be maintained.
- 3. Volunteer parking must occur on the street or on-site, and not in the Dennis Company parking lot.
- 4. Do not remove pictures or other hanging items from the walls.

TAB - H



CITY COUNCIL AGENDA BILL AB 18-73

Meeting Date:

November 5, 2018

AGENDA ITEM INFORMATION		
SUBJECT: Agreement for		Originator:
Government Relations	Mayor	JP
0 0 0 0 0 00 00 00 00 00 00 00 00 00 00	City Council	
Services with SDS	City Administrator	
Municipal Consulting LLC	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
5.	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: \$1,800 per month	Other:	9.

SUMMARY STATEMENT: Mayor Phillips has been working the legislature in his capacity as Mayor and representative to the Association of Washington Cities to educate state elected officials of the funding issues small cities face. Sarah Davenport-Smith has worked contractually for the city during the last year and has made progress with the legislature on key topics. The services outlined in this contract can be seen in Attachment A of this agreement.

RECOMMENDED ACTION: Authorize the Mayor to enter into this agreement with SDS Municipal Consulting LLC.

AGREEMENT FOR SERVICES

BETWEEN THE CITY OF LONG BEACH AND SDS MUNICIPAL CONSULTING LLC

THIS AGREEMENT, is made this 1st day of December, 2018, by and between the City of Long Beach (hereinafter referred to as "City"), a Washington Municipal Corporation, and SDS Municipal Consulting LLC (hereinafter referred to as "Service Provider"), doing business at 317 Amberwood Circle, Sultan WA.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and WHEREAS, the City desires to contract with Service Provider for the provision of such services for government relations in Olympia for the purposes of building and coordinating support for the following legislation: appropriations for a new police department; and allow a greater portion of the sales tax revenues to remain with the City; and Service Provider agrees to contract with the City for same;

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

TERMS

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

2. Payment.

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

engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

- 4. Project Name. Government Relations Services for the City of Long Beach.
- 5. **Duration of Work**. Service Provider shall complete the work described in Attachment A by April 22, 2019. If a special session begins, Service Provider will continue to represent the City, unless otherwise agreed upon.

6. Termination.

- A. <u>Termination Upon the City's Option</u>. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
- B. <u>Termination for Cause</u>. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
- C. <u>Rights upon Termination</u>. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The Mayor shall make the final determination about what services have been satisfactorily performed.
- 7. Nondiscrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- 8. Indemnification / Hold Harmless. The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
 - Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- 9. Insurance. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in

connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.

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

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

13. Ownership of Products and Premises Security.

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

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

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

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

Attachment A

Proposal for the City of Long Beach Government Relations Services

Scope of Work and Budget

Contract Focus:

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

Scope of Services

- 1. Work with the City, other local partners, State Legislators and Washington State agencies to garner legislative provisos for the following project: Long Beach Police Department.
- 2. Work closely with the City and key legislators to build and coordinate support for legislation affecting small cities, especially those identified by the Association of WA Citie; and allow \$1,000,000 \$2,000,000 in City sales tax revenues to remain with the City and be used for police services & transportation infrastructure for the City.
- 3. Coordinate meetings with elected officials and the City during the session.
- 4. Work with the City to engage and leverage SDS Municipal Consulting's network of contacts, as well as the City's existing relationships, to deliver accurate and timely information supporting the City's legislative requests to key legislators.
- 5. Work with the City to create clear and comprehensible ballot measure language for the community.
- 6. Work with the City to coordinate and facilitate the legislative work of other stakeholders supporting the City's requests.
- 7. Present a summary report of all activities to the City and work with the City to conduct a thorough assessment of SDS Municipal Consulting's performance.

Monthly Retainer

Commencing on the 1st day of December, 2018 and continuing through the 22nd day of April 2019, SDS Municipal Consulting LLC shall bill the City a monthly retainer fee as follows:

~ \$1800 per month

Total 2018 Session Retainer*

\$8,550.00

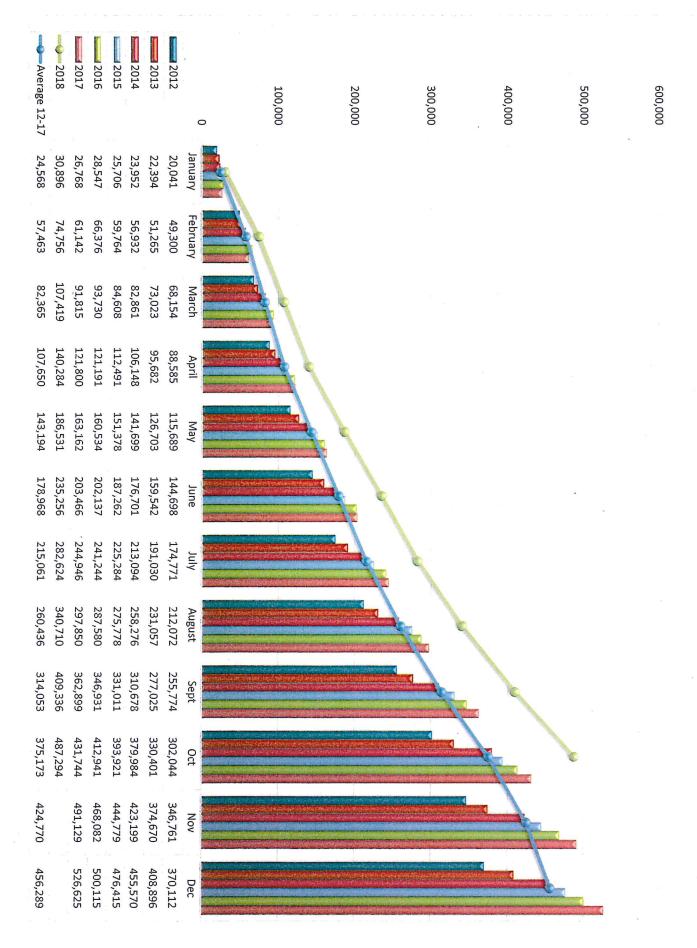
*If the session continues beyond the official session cutoff date, SDS will continue to represent the City at the same monthly retainer fee until the special session ends, or until the City asks to end the contract.

Expenses

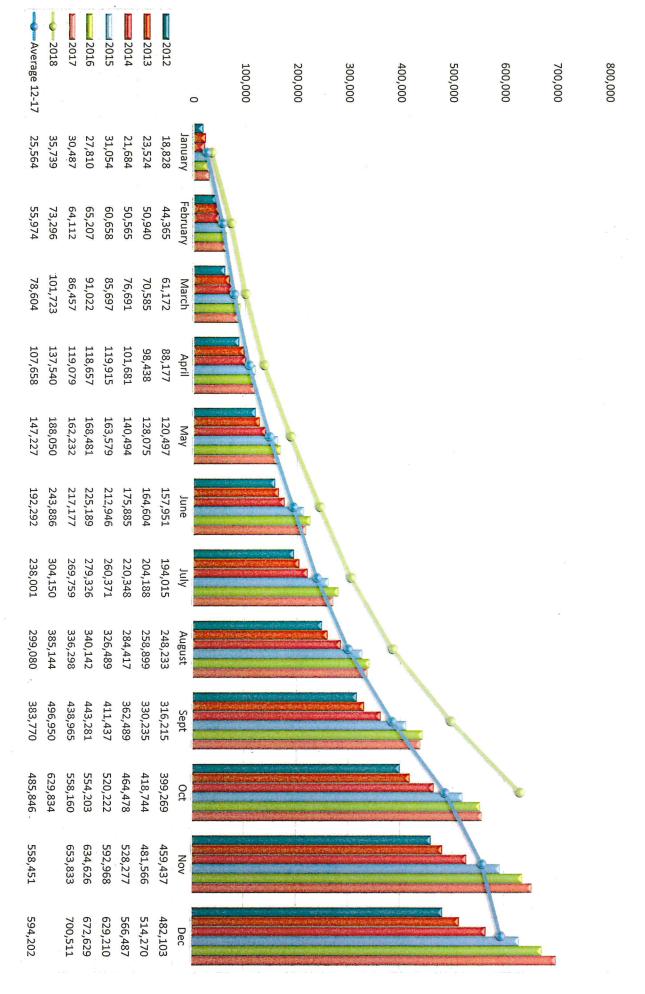
Any printing, postage, and other out-of-pocket expenditures that SDS Municipal Consulting LLC incurs on the City's behalf will not be reimbursed.

TAB - I

Sales Tax Collections



Lodging Tax Collections



David Glasson

From:

Danny Lee <lee.l.danny@gmail.com>

Sent:

Wednesday, October 24, 2018 7:59 PM

To:

David Glasson

Subject:

Property on 14th and pacific

Hi, I'm a neighbor of the adjoining property on 14th SW and Pacific.

Stephan Sagmiller (CEO of fairytaleland LLC, currently five years behind on his taxes) the city has placed a do not occupy notice on the building.

Mr. Sagmiller over the past month has replaced exterior walls and framing of the building and roofing structures all without permits allowing him to do so. He also shows up just after the city hall closes on Fridays and leaves on Sunday. He has come forward and told us that he was court ordered not to show up at the building.

figured I would throw it out to you guys, the building is structurally unsound and the minor repairs he has made have done nothing for the structural supports of the building, the dry rot alone with regards the to the leaking roof and the fact that the siding is falling off on the street side.

I am sure the mayor and city hall are way ahead of me on this just figured I would throw this out there.

You guys are doing fantastic work, keep it up. Danny.



David Glasson

From:

Jerry Phillips

Sent:

Friday, October 26, 2018 12:21 PM

To:

David Glasson

Subject:

Fwd: Dwelling at 201 23rd Street NE Long Beach, WA

Fyi

Get Outlook for Android

From: Wallis K. Stefan <wkstefan@q.com> Sent: Friday, October 26, 2018 12:08:44 PM

To: Jerry Phillips

Subject: Dwelling at 201 23rd Street NE Long Beach, WA

Mayor Phillips;

My name is Wallis Stefan. I have property at 200 23rd Street NE in Long Beach. Approximately two weeks ago you came to my property and spoke to me about the individuals squatting at 201 23rd Street NE.

For the past several years both myself, and others living/staying on 23rd Street NE have endured the; transients, squatters, drug dealers, thieves, ex-cons, and reprobates staying at that location. I have been burglarized, property stolen from my travel trailer, fence broken, and sewer hose cut. Others on the street have suffered similar instances of law-breaking behavior.

Last week I returned to my property in Long Beach to find the individuals at 201 23rd Street gone and the residence secured to prevent further entry.

I want to convey to you my thanks for your successful efforts to improve the neighborhood and the livability on 23rd Street. I am pleased you took a personal interest in this matter, along with the Long Beach Police Department, for solving this problem. You were able to accomplish what the mortgage firm in control of the property (Bank of America) was unwilling to do.

Again, I thank you for a job well done. I am quite sure the other residents on 23rd Street are appreciative of your efforts also.

Respectfully,

Wallis K. Stefan

Long Beach Police

P.O. Box 795 Long Beach, WA 98631 lbpdchief@centurytel.net

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

11-01-18

Page 1 of 3

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for October 2018

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

Long Beach

<u>Ilwaco</u> (Includes 18 Calls At Port)

593 Total Incidents
Aid Call Assists: 2
Alarms: 11

305 Total Incidents
Aid Call Assists: 1
Alarms: 2

Animal Complaints: 16 Animal Complaints: 6

Assaults: 4 Assaults: 6 Assists: 69 Assists: 24

(Includes 13 PCSO, 0 WSP And 0 Other Agency Assists Outside City Boundaries)

Burglaries: 0
Disturbance: 15
Drug Inv.: 2
Fire Call Assists: 3
Follow Un: 146
Burglaries: 0
Disturbance: 23
Drug Inv.: 5
Fire Call Assists: 0
Follow Un: 146
Follow Un: 93

Follow Up: 93

Found/Lost Property: 9
Harassment: 14
Harassment: 4
Malicious Mischief: 3
MIP – Alcohol: 0
MIP Tobagge: 0
MIP Tobagge: 1

MIP – Tobacco: 0 MIP – Tobacco: 1 Missing Persons: 2 Missing Persons: 1

Prowler: 1 Prowler: 0
Runaway: 0 Runaway: 0
Security Checks: 85 Security Checks: 50

Suspicious: 34 Suspicious: 9 Thefts: 15 Thefts: 5

Traffic Accidents: 4 Traffic Accidents: 2
Traffic Complaints: 8 Traffic Tickets: 10 Traffic Tickets: 8

Traffic Warnings: 88 Traffic Warnings: 29

Trespass: 22 Trespass: 14
Warrant Contacts: 14 Warrant Contacts: 8
Welfare Checks: 16 Welfare Checks: 5

Monthly Report Continued:

Page 2 of 3

I went to the 911 Operations Board meeting on the 2nd. Various issues involving communications were discussed.

On October 3rd Deputy Chief Casey Meling attended training. The training was a refresher course for the use of the breath machine and the "standardized field sobriety tests." These are used for the investigation of DUI stops.

The department had firearms range training on the 18th. The officers trained with shotguns, patrol rifles and duty handguns in a combat style course.

On October 24th the local American Legion Post held its annual "Derald Robertson Safety Awards". I nominated Officer Tim Mortenson as our "Officer of the Year" this year. A copy of my nomination letter is attached.

Deputy Chief Casey Meling participated in the "Prescription Drug Take Back Event" on the 27th. We collected 76.7 pounds of prescription medications from the public.

Halloween night was quiet call wise. The weather gave the kids out trick-or-treating a break and the officers handed out candy from their patrol cars.

Flint R. Wright
Chief of Police

Long Beach Dolice

P.O. Box 795 Long Beach, WA 98631 lbpdchief@centurytel.net

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

August 9th, 2018

Dick Wallace, Commander American Legion, Post 48 Derald Robertson Safety Awards 2950 State Route 101 Ilwaco, WA 98624

Dear Commander Wallace,

As always I want to thank you and Don R Grable Post 48 for hosting this amazing event. It is so appreciated.

My nominee for the Long Beach Police Department Officer of the Year for the 2017/2018 calendar year is Officer Tim Mortenson.

Officer Mortenson is my most veteran officer within the department. He has served with the department since 1999. Officer Mortenson has seen it all, heard it all and experienced it all and yet he has maintained his sense of humor and has continued to develop a great attitude through the years. This is remarkable because most veteran officer's attitude gets worse through the years and his just keeps getting better.

He treats people with the utmost respect and a patience that is truly remarkable. Tim handles difficult people better than just about anyone I have ever worked with and his sense of humor helps keep everyone in a good mood.

I truly appreciate the kind of Officer Tim Mortenson has been and continues to be and it is my honor to nominate Tim Mortenson as the Long Beach Police Departments "Officer of the Year".

Flint R. Wright

Chief of Police

Long Beach Police Department

P.O. Box 795

Long Beach, WA 98631

Long Beach Planning Commission

October 23, 2018 Workshop Minutes

In attendance:

Ariel Smith

Jerry Phillips

Mike O'Hara

Curtis Epping

John C. Nechvatal

Thomas R Werner

David Glasson

Kathleen Graham

Ting M. McGuire

Diane Janas

Kevin Cline

Meeting facilitated by John Kliem, Creative Community Solutions

Workshop Agenda:

1. Purpose of Tonight's Workshop

The purpose of this workshop was to listen to participants about planning issues facing Long Beach that will be important to address during the upcoming comprehensive plan update process.

2. Why update the comprehensive plan?

The city prepared its current comprehensive in 2008. The Growth Management Act (GMA) requires counties and cities to review, and if necessary, update their comprehensive plans every eight years. According to RCW 36.70A.130(6)(f), the City of Long Beach must complete its required review and update by June 30, 2020.

The comprehensive plan is an important policy document for guiding future public and private growth in Long Beach. It provides the rational for development regulations such as critical areas protection, zoning, land subdivision, and design requirements. The update process also allows the city to ensure the comprehensive plan and development regulations reflect one another (also known as "consistency").

3. Ten Years On – Creating a Journey Wall for Long Beach

This activity focused on identifying and discussing important changes that occurred in Long Beach and the surrounding region since the development of the comprehensive plan in 2008. The "surrounding region" included Pacific County and neighboring counties in both Washington and Oregon.

Each participant was asked to brainstorm a list of changes, writing each change on an individual card. They were then asked to post their cards under the appropriate year on a sticky board for either Long Beach or the surrounding region. Results of the group's work follows below.

Long Beach

2008 – 2010	2011 -	- 2016	2017 – 2018
Outdated gas stations closing & leaving land polluted	Impact of 4 th July costs – cleanup & police	Tsunami berm	Recent construction – both residential and commercial
Beach trail	Housing starts	Housing inventory	
	Homeless population explosion	Annexation of city limits	
	More people (visitors) who stay longer	More Air B&Bs	
	Not much new commercial business	Families moving here – lack of available rental housing	
	Some redevelopment	Vacant business building	
	Impact/increase of 2 nd homes		·

The Surrounding Region

onomy begins to	Housing/property price increase	Homeless population
		i in a contract of the contrac
More traffic	More retirees	popolation
Less affordable	More bicycles on	
		ess affordable More bicycles on

Group observations about the impacts of these changes:

- ► The lack of affordable housing has brought about an increase in homelessness
- ► We are a victim of our own success rentals are more expensive and those living below the poverty line have trouble getting housing
- ► The tourist trade has been strong

 We are missing the infrastructure to support our community and the business community (telecommunications)

4. How can we improve the comprehensive plan through the update process?

The next step in the workshop was to identify key issues that the Planning Commission needs to address during the comprehensive plan update process.

Each participant was asked to individually brainstorm issues and scribe one issue per card. Using a round-robin process, the group posted their cards onto a sticky board, sorted them into seven categories, and then gave each category a title. The results of this activity follow below and on the next page.

Affordable Housing	Enhancing Tourism	Improving Telecommunications Infrastructure	Promoting Business
Rezoning	Identify one small improvement on city land – pocket park, etc. each year	Cell phone strength – towers, small cells	Work on making Long Beach a viable place for new business
HUD or FLMA homes	Enhance beach activities – horses	Get faster internet	Develop attraction for small business by city
Preserve our old homes	Promo of green space (Eco-tourism)	WiFi	Promote value added products
Address homeless problem	More tourism draws: Trails, piers, piggy back off rod run, dances		Zoning for dispensaries – be prepared for the possibility of opening
Housing opportunities	Bike/ped		
	Enhance open space		
	Sidewalks on reliever residential streets		

Creating a User- Friendly Plan	Improving Disaster Preparedness	Determining Future City Boundaries
Condense document	Design & build tsunami evacuation system	UGA
Smaller	Disaster preparedness	Annex Seaview – More political candidate options More revenue
		City limits expansion

5. Next Steps

Using the information from the workshop, John Kliem will develop a draft work plan for updating the comprehensive plan. John will forward this draft to the city in the near future for review and comment.